



SERVICES CONTRACT

BETWEEN:

The company BANCO POPULAR DOMINICANO, S.A. - BANCO MULTIPLE, financial intermediary constituted according to the laws of the Dominican Republic, with its National Taxpayer Registration (RNC) No. 1-01-010632 and Companies Registry No. 1085SD with its registered office at Avenida John F. Kennedy, No.20 esquina Avenida Maximo Gomez of the city Santo Domingo, National District, Dominican Republic, represented in this contract by Messrs. _____ and _____, Dominicans, of legal age, bank officials, with the same aforementioned address, carriers of identity and electoral cards number _____ and _____ who act in qualities of _____ and _____, entity that hereinafter will be referred to as BANCO POPULAR or its name; And the other party;

[The data and generals of the representatives of Banco Popular must be indicated]

_____, existing commercial company pursuant to the laws of _____, with its registered office in _____, with National Taxpayer Registration (RNC) No. _____ and Companies Registration No. _____, represented herein by _____, _____ nationality, of legal age, with the same aforementioned address, acting in his capacity as _____, who henceforth of this contract will be referred to as THE SUPPLIER or by its company name.

[The data and general of THE SUPPLIER and his representative must be indicated]

BANCO POPULAR and THE SUPPLIER will be referred to collectively as "THE PARTIES".

PREAMBLE:

Whereas: THE SUPPLIER is a company whose corporate purpose _____ and are interested in providing professional services for BANCO POPULAR. [Indicate social object of THE SUPPLIER]

Whereas: BANCO POPULAR is a financial intermediary offering banking services and products in the Dominican Republic.

Whereas: BANCO POPULAR want to hire the services offered by THE SUPPLIER subject to the terms and conditions set forth in this Agreement.

THEREFORE, and in the understanding that the above preamble is an integral part of this Agreement, THE PARTIES,

HAVE AGREED AND AGREED AS FOLLOWS:

FIRST ARTICLE: Object.- By means of the present document BANCO POPULAR hires the professional services of THE SUPPLIER for _____. (Hereinafter, the "Services") [Indicate the purpose of the services to be procured]

1.1 Work Methodology.- THE PARTIES agree that the methodology governing the provision of services under this contract and processes that THE SUPPLIER will carry out in accordance with the obligations agreed herein are listed without limitation and without being limiting, namely:

[List here the processes to be followed by THE SUPPLIER, frequency, content, place of work]

ARTICLE TWO: Price of Services.- THE PARTIES establish the price of the Services in the amount of _____, which will be paid by BANCO POPULAR _____ [insert payment form and/or frequency]

2.1 Method of payment.- fifty percent (50%) of the price of services, amounting to the sum of _____ 00/100 Dominican pesos (RD \$ _____) shall be canceled at the start of the investigation and the other fifty percent (50%) remaining, amounting to the same amount, with the delivery of the results.

2.2 Tax Deductions.- THE SUPPLIER recognizes the tax deductions that BANCO POPULAR will perform to meet the tax obligations of withholding agent that imposes the Tax Code of the Dominican Republic. In that sense, THE SUPPLIER recognizes that in order for BANCO POPULAR to make scheduled payments, THE SUPPLIER shall issue their invoices, noting the current tax legislation, including indicating the number of National Taxpayer Registration (RNC) in force and number Of fiscal voucher (NCF) valid for fiscal purposes, in the cases that it applies. If THE SUPPLIER does not meet these fiscal demands, THE SUPPLIER recognizes that BANCO POPULAR may withhold payment, until the situation is restored without this, compromising the civil or criminal liability of BANCO POPULAR, discharging THE SUPPLIER BANCO POPULAR of any liability. THE PARTIES agree that if THE SUPPLIER is a company incorporated outside the Dominican Republic, this will have no obligation to submit invoices with RNC or NCF; However, THE SUPPLIER accepts the deductions to be applied as previously indicated.



2.3 Invoices to be issued by **THE SUPPLIER** for the goods and services provided in a month, must be delivered to **BANCO POPULAR** within the first five days of the following month, according to the General Norm No. 06/14 of the General Directorate of Internal Taxes. After this period, **THE SUPPLIER** recognizes that **BANCO POPULAR** in its sole discretion may not accept or pay bills for services or products provided the previous month. **BANCO POPULAR** agrees to pay to **THE SUPPLIER** no later than _____ (____) days after receipt of the invoice.

2.4 **THE SUPPLIER** agrees that the method of payment to be used by **BANCO POPULAR** will be by check, or credit to a bank account in the name of **THE SUPPLIER**. Should **THE SUPPLIER** be an international company and operate outside the Dominican Republic, **BANCO POPULAR** shall make the payment through international wire transfer or checks issued on behalf of **THE SUPPLIER**.

2.5 Invoices to be issued by **THE SUPPLIER** for the goods and services provided in a month, must be delivered to **BANCO POPULAR** in the Purchasing and Supply Area. In this regard **THE SUPPLIER** agrees to deposit each invoice at the above address so he agrees that invoices delivered by **THE SUPPLIER** in another direction or different area of **BANCO POPULAR** will not be recognized by **BANCO POPULAR**, accepting **THE SUPPLIER** that Invoices that are not deposited in compliance with the provisions of this Paragraph, shall not be valid as an enforceable title.

2.6 Whenever approved by **BANCO POPULAR** in its sole discretion, **THE SUPPLIER** acknowledges that in case of transfer or sale of expired or close to expire bills it must first notify **BANCO POPULAR** with a notice period of at least fifteen (15) calendar days, to the Suppliers Management Division of **BANCO POPULAR**, sending the form provided for these duly completed, in order that the third party is promptly reviewed by internal departments of **BANCO POPULAR**.

2.7 **THE SUPPLIER** agrees that the request for advances that are required by it, must be accompanied by a guaranty (advance/faithful fulfillment) that will be included in the purchase order to be deposited; At the same time it agrees that such advances may not exceed fifty percent (50%) of the value of the total cost of this Contract.

2.8 **THE PARTIES** accept that the bond will be contracted through a company approved by the Superintendency of Insurance of the Dominican Republic and of recognized moral solvency. In the event that upon the requirement of payment of the guaranty by **BANCO POPULAR** to said company, the same is not done within a period of less than thirty (30) days after said request, **THE SUPPLIER** shall pay the required amount within five (5) days after receipt of notice of default of the insurer by **BANCO POPULAR**.

2.9 Penalties for Non-Compliance.- **THE SUPPLIER** recognizes that goods or services to be provided or provided under this Agreement (as applicable) shall be delivered by **THE SUPPLIER** within the period specified in this document, or times that can be specified by **BANCO POPULAR** from time to time to **THE SUPPLIER** according to the needs of the financial institution; in that order **THE SUPPLIER** agrees that in case of delay for breach of the aforementioned deadlines, or non-acceptance of services, goods or works of **THE SUPPLIER** for errors or omissions for reasons attributable to **THE SUPPLIER**, **BANCO POPULAR** may withhold at his sole discretion by way of penalty, _____ percent (____%) of the outstanding amounts to be paid to **THE SUPPLIER** under this agreement without this compromising the responsibility of **BANCO POPULAR**.

[The percentage of penalty to be applied to EL SUPLIDOR in case of non-compliance must be indicated]

2.9.1 **THE SUPPLIER** will have a target SLA compliance according to the times described below:

- a) _____
- b) _____
- c) _____

2.10 Warranties and Insurance Policies.- **THE SUPPLIER** undertakes in front of **BANCO POPULAR** to contract on its own a policy of _____ with an insurance carrier rated by Fitch or AM Best BB+ minimum, with a coverage _____ **DOMINICAN PESOS WITH 00/100 (RD \$ _____)** to cover all risks or damages, request, claim, demand, action, litigation costs and legal expenses incurred as a result of improper or illegal execution of the services covered by this document and that could cause any harm or damage to **BANCO POPULAR** or any third party, and leaves without any restrictions **BANCO POPULAR** entitled to receive any remuneration which the insurer agrees to pay to meet any payment, indemnification, compensation or amounts not returned by **THE SUPPLIER** to **BANCO POPULAR**. In that order, **THE SUPPLIER** agrees that it shall cover the premiums corresponding to said policy, to keep it in force during the term of this document,, such insurance policy must be endorsed in favor of **BANCO POPULAR DOMONICANO, S.A. - BANCO MULTIPLE**.

ARTICLE THREE: Obligations and Responsibilities of THE PARTIES.-

3.1 Obligations of **THE SUPPLIER:** **THE SUPPLIER** acknowledges and agrees to comply with the following obligations and responsibilities:

- a. **THE SUPPLIER** undertakes to maintain its personnel uniformed and carrying work identity cards when necessary, at the time of carrying the work under this contract.
- b. **THE SUPPLIER** undertakes to supply to **BANCO POPULAR** the names and identity cards of the technical personnel that will be devoted to the service, assigning to them identification cards that shall be used in a visible form while they are performing the services exposed in this contract.



c. **THE SUPPLIER** agrees and undertakes to carry out corresponding depositions of the staff to be used in the provision of the Service under this **contract**.

d. **THE SUPPLIER** must inform **BANCO POPULAR** the closing of its company or planned absence with a period of ninety (90) days before its execution. In case of failure to inform **BANCO POPULAR**, the latter could retain outstanding payments.

3.2 Subcontracting.- THE SUPPLIER undertakes to communicate to **BANCO POPULAR** information related to outsourcing services with other providers, whose execution affects the flow of service contracted by **BANCO POPULAR** according to the present agreement. **BANCO POPULAR** shall approve or reject the utilization or not of suppliers by **THE SUPPLIER**.

3.3 Obligations of BANCO POPULAR: During the execution of this Agreement, **BANCO POPULAR** shall:

- 1) Pay the Cost of the Services, in the manner previously indicated in this Contract;
- 2) Deliver to **THE SUPPLIER** all the information necessary for the proper performance of their duties;

3.4 Security and Separation of Property.-

a. **THE SUPPLIER** assumes before **BANCO POPULAR** responsibility for the losses or damages caused to **BANCO POPULAR**, officers, employees and/or customers of **BANCO POPULAR**, caused by the personnel of **THE SUPPLIER**, through carelessness or negligence, while providing the Service stipulated by this contract.

b. **THE SUPPLIER** shall respond against **BANCO POPULAR** by losses and/or damages, regardless of the compensation obtained by **BANCO POPULAR** through the insurance coverage.

c. **THE SUPPLIER** must be able to logically isolate the information, files, and matters in process of **BANCO POPULAR**, of those belonging to other customers at any time, even in adverse conditions.

d. **THE SUPPLIER** declares and acknowledges the power of **BANCO POPULAR** to assess the ability of **THE SUPPLIER** to meet the needs of **BANCO POPULAR** in accordance with legal regulations of the domestic or foreign jurisdiction and according to good practices of national or foreign businesses, accounting standards and legal environment.

ARTICLE FOUR: Duration.- This contract will last for one (1) year from signing it and overcome this period shall be automatically renewable for additional periods of one (1) year unless one party notifies through written notice of their wish not to renew it, notice of which shall be made at least thirty (30) days prior to the arrival of each term. Notwithstanding the foregoing, both parties may terminate this agreement with thirty (30) days' notice in advance, without any liability to the other, having the same obligation to respect the obligations here agreed prior to the notice of termination.

4.1 BANCO POPULAR may terminate this Agreement with full notice of five (5) calendar days without judicial intervention and before the arrival of the term, if any of the following conditions are met:

- a. Failure to comply with one or more provisions of this Agreement.
- b. Violation of the Confidentiality of managed information.
- c. False data and declaration of **THE SUPPLIER** for the purposes of the present agreement.
- d. Bankruptcy, liquidation or dissolution of **THE SUPPLIER**;

4.2 THE PARTIES acknowledge that, notwithstanding the early termination of this Agreement at the request of **BANCO POPULAR**, as indicated in paragraph 4.1 of this Article, **THE SUPPLIER** shall comply with the obligations hereunder, until the last day of the term of the same in accordance with the notice of early termination. If **THE SUPPLIER** does not meet with what is stated in this paragraph, it recognizes that **BANCO POPULAR** will not be required to pay professional fees or expenses for services not provided in the aforementioned ending period of five (5) days.

4.3 THE PARTIES declare under oath that they acknowledge and agree that the provisions set out in Articles Fifth and Ninth (complete) will remain valid for the period of two (2) years after the termination of this Agreement; at the same time they agree that the Party that intends to disregard the provisions of this article, will commit its civil and criminal liability to the other Party.

ARTICLE FIVE: Confidential Information.- THE PARTIES will strictly give a confidential treatment to all information provided under this contract and all information obtained from each of them during the lifetime of the contract and that is related to activities of the other party and at no time, during the term of the contract or after termination thereof, they may show or disclose it to any natural or legal person, or use it in their own interest, directly or indirectly, but only for the execution of this contract.

5.1 All information relating to the operations or customers of each of **THE PARTIES** and provided by such party or obtained from one of them as a result of the conclusion, performance or termination of this contract constitutes "confidential information". Excepted under the classification of confidential information are: (i) information already known by the party receiving the same, as long as it can prove that it had knowledge of it through other means other than the relationship arising in this agreement; (ii) information that is available from public sources or from the media; And, (iii) information that is available from third parties and that is not confidential in its nature.



5.2 Unless otherwise agreed in writing, the "*confidential information*" will be used only for the purposes for which it is provided and may be disclosed only narrowly to employees or others who need to know. It will be required to representatives, employees and agents of each of **THE PARTIES** to comply with the provisions of this Article and the party receiving the information shall be civilly liable for breach of same by their representatives, agents or employees.

5.3 The party receiving the information must notify in writing immediately to the issuer of it, cases in which they are obliged by law and/or court to disclose the "*confidential information*".

5.4 For its part, **THE PARTIES** acknowledge and agree that all information that they or their employees or representatives can receive from its counterpart, that relates to him or its customers and/or its related companies, including any information relating to matters, business, methods, accounts, transactions and other information, regardless of their nature, shall be considered property of the party providing it with absolute confidentiality and may not be, during the term of this agreement or after its termination, disclosed to third parties or allowed to be disclosed to any other person or company, nor can it be used for the personal benefit of the other party or its employees, representatives and related.

5.5 **THE PARTIES** shall impose all obligations and duties under this contract to its own employees or representatives and from the date of subscription shall take all measures and precautions of place to safeguard and maintain the confidentiality of all information received from its Counterparty. In this regard, **THE PARTIES** shall require its employees or agents to maintain the confidentiality of all information of **THE PARTIES** to which they have access in connection with the execution of this contract, on the understanding that the violation of this Article by any staff member of any **party** directly compromise their civil and criminal liability and that of its employees and representatives.

5.6 The obligations contained in this Article and which are related to the secrecy and confidentiality of information, shall remain in force after two (2) years after termination, rescission or termination of this agreement.

5.7 **THE SUPPLIER** must ensure to **BANCO POPULAR** that the confidential information of the latter will be properly protected; not being likely for such information or its components (such as data files, software, procedures, etc.) to be combined or bundled with other data or information from **THE SUPPLIER** customers, even if there are adverse conditions.

ARTICLE SIX: Absence of Legal Subordination and Work Relation.- it is expressly agreed between **THE PARTIES** that relations arising from this service contract are purely of civil nature; reason why both parties declare that this document is not an employment contract between **BANCO POPULAR** and **THE SUPPLIER** and, therefore, their relations are not governed by the Labor Code of the Dominican Republic.

6.1 Accordingly, **THE SUPPLIER** assumes without limitation, any liability with regard to staff employed for the provision of services in favor of **BANCO POPULAR**, in all matters relating to compliance with labor laws, social security, compensation for work accidents, or in general, against any other law, decree or resolution of this nature; and it releases **BANCO POPULAR** of any liability in this regard and assumes the obligation to voluntarily intervene in any proceeding arising in this connection, at its sole cost and risk, in order to keep **BANCO POPULAR** free and harmless from any claims and liabilities.

6.2 **THE SUPPLIER** undertakes, among other mentioned provisions, to refrain from hiring or admitting minors to carry out any type of employment or work, as stipulated by the Constitution and laws of the Dominican Republic, the Convention on the Rights of the Child, the "ILO Convention No.138 concerning Minimum Age for Admission to Employment" and "ILO Convention No. 182 on the Worst Forms of Child Labor", recognizing that it will release **BANCO POPULAR** of any liability before the law and the competent authorities in case of breach of these provisions and agree to hold **BANCO POPULAR** free and harmless from any claims and liability in this regard.

ARTICLE SEVEN: Liability and Indemnification.- It shall be the exclusive commitment of **THE SUPPLIER** any civil, criminal, administrative responsibility or of other nature that may occur as a result of illegal or improper provision of the Services; Consequently, **THE SUPPLIER** agrees to defend, indemnify and hold free and harmless **BANCO POPULAR**, during the term of this Agreement and after its termination, against all claims, demands, causes of action, administrative or judicial, interests, damages, costs, expenses, penalties, losses and liabilities (whether by tort, quasi-delict, contractual) without this list being exhaustive, to be claimed or enforced against **BANCO POPULAR**; also assuming all damages caused to **BANCO POPULAR** by any action that is attempted against **BANCO POPULAR**, for any act, omission, negligence or recklessness of **THE SUPPLIER**, its employees or direct related, on the occasion of this Agreement, provided that the fault that has generated the damage, dispute or claim is attributable to **THE SUPPLIER**. **THE SUPPLIER** declares that apart from the guarantees that it could offer or agree with **BANCO POPULAR** before or after the signing of this document, goods and services to be provided to **BANCO POPULAR** enjoy civil and commercial guarantees indicated in the Dominican Civil Code and other laws in force in the Dominican Republic.

7.1 **THE PARTIES** agree that in case of being initiated a judicial, extra-judicial, administrative or conciliation process against **BANCO POPULAR** by any third party for damages attributable to **THE SUPPLIER**, **BANCO POPULAR** may at its sole discretion, hire professional services of lawyers for their representation and defense; on the understanding that if it is determined (through a judgment, administrative decision, award or recognition of **THE PARTIES**) that the accountability of such damages are borne by **THE SUPPLIER**, the latter commits to pay the legal costs, fees and expenses that are generated as a result of said administrative, judicial or extrajudicial process.



7.2 Limitation of Liability of BANCO POPULAR: In any case, **BANCO POPULAR** will only be liable to **THE SUPPLIER** for direct losses in the event of negligence or gross negligence, in no event it shall be liable for moral damages, lost profits or consequential damages. In this respect, any liability of **BANCO POPULAR** will always be limited to the amount involved in the transaction, but in no case it shall exceed the sum of the amounts paid by **BANCO POPULAR** to **THE SUPPLIER** in the past (6) months preceding the date in which the damage occurred.

ARTICLE EIGHTH: Licenses and Permits.- **THE SUPPLIER** stated that it obtained all necessary permits and licenses for the provision of services under this contract, in compliance with the laws in force in the Dominican Republic.

ARTICLE NINE: Industrial and Intellectual Property. **THE PARTIES** agree that the Industrial and intellectual property such as: Trademarks, Industrial and Trade Names, contents, logos, symbols, decorative designs, Software, Special Programs, Emblems or Logos of **THE SUPPLIER** and **BANCO POPULAR** (and its affiliates) are and remain the exclusive property of each party, so neither party may make use of any of them without the express consent of the owner.

ARTICLE TEN: Of the Copyright, Intellectual Property and Property.- **THE SUPPLIER** guarantees to **BANCO POPULAR** that it possesses all the records and necessary rights over the data, processes, software, systems, machinery and equipment that can be used to implement The Services contracted under this agreement, so the use, sale, exploitation or disposal thereof does not infringe any right of ownership, patent, copyright or industrial property rights belonging to third parties.

ARTICLE ELEVEN: Audits (domestic and foreign).- **THE SUPPLIER** acknowledges that **BANCO POPULAR** may make audits or inspection visits to its head office and operational offices, in order to verify the operation of its processes. These visits will be communicated within twenty-four (24) hours prior to the visit. At the same time, **THE SUPPLIER** agrees that **BANCO POPULAR** shall undertake monitoring of the service, in consultation with end users for the purpose of continuing the process of improvement by **THE SUPPLIER** and **BANCO POPULAR**.

10.1 THE SUPPLIER agrees that **BANCO POPULAR** may have access to information related to the operations and work of this Agreement at any time during the term thereof, for the evaluation of the internal activities of **THE SUPPLIER** in respect of the services provided. Also **THE SUPPLIER** agrees to hold available to first demand of **BANCO POPULAR** files of all the documentation relating to this agreement during its term and then for a period of two (2) years after the termination. **BANCO POPULAR** acknowledge and agree that it will not request access to administrative and internal information of **THE SUPPLIER**, related to the daily operations of this. This information may be supplied through the so-called Audit Trails caused by the system itself if technology systems or systems that may have **BANCO POPULAR** for such purposes. At the same time, **THE SUPPLIER** recognizes that **BANCO POPULAR** is one financial intermediary regulated by the Monetary and Financial Administration and in that sense, in accordance with the provisions of Article 36 of the Rules of Operational Risk may be required the review by the Superintendency of Banks of the Dominican Republic and **BANCO POPULAR** (when applicable), regarding the processes involved in the provision of the Services contracted under this agreement. In turn, **THE SUPPLIER** must provide access to the information and data provided in the reports of internal and external audits to **THE SUPPLIER**, and that are directly related to the contracted services.

10.2 THE SUPPLIER declares against the bank that it recognizes the supervisory authority that the Superintendency of Banks of the Dominican Republic (hereinafter "**SB**") has on Financial Institutions; reason why **THE SUPPLIER** states that it accept that the **SB** may require, at the time it deems appropriate, without legal restrictions that would prevent their country of origin visit the **SB** to **THE SUPPLIER**, or access to any information related to services and processes by **THE SUPPLIER**, which have been agreed upon under this Agreement.

ARTICLE TWELVE: Contingency Plan.- **The SUPPLIER** undertakes during the validity of this document, to develop and maintain business continuity plans in accordance with accepted local and international standards, which in case of events or casualties allow it to guarantee the reestablishment of operations in the shortest possible time and continue with the provision of the Services provided herein in favor of **BANCO POPULAR**. Such plan shall be communicated to **BANCO POPULAR** as part of the Services Proposal. This plan will involve Human Resources, Technology Platform, Physical Plant, contingency of products and availability, as well as all aspects involved in the service offered to **BANCO POPULAR**.

ARTICLE THIRTEEN: No Exclusivity.- It is understood and agreed by **THE PARTIES** that this contract does not create exclusive rights for the provision of services under the same, so **BANCO POPULAR** reserves the right to conclude with other companies or Natural persons, contracts of the same nature and object.

ARTICLE FOURTEEN: Compliance with the provisions of Law 155-17, against money laundering and financing of terrorism.- **THE SUPPLIER** acknowledges that **BANCO POPULAR** is a regulated entity by which it accepts its obligation and that of its employees, officers, directors and authorized representatives to comply with the guidelines and provisions established in Law 155-17 against money laundering and the financing of terrorism, in order to avoid conduct that typifies money laundering, asset growth, or terrorism from certain criminal activities and other offenses related to it.

ARTICLE FIFTEEN: Corporate Authority.- Individuals who sign this Contract, declare under oath, that they possess the qualities, powers and corporate authority necessary to sign this document, in the name and representation of the companies that they declare represent.



ARTICLE SIXTEEN: No Commercial Association. The relationships between **THE PARTIES** resulting from this agreement shall be those derived from its object, and the contents thereof cannot be considered as constituting a commercial or business association between them; The joint activity of the contracting **PARTIES** shall be expressly limited to that contained in this document.

ARTICLE SEVEN: No Contract Assignment.- This Agreement, or any part of it, may not be transferred, transmitted, assigned or delegated by **THE SUPPLIER** to another natural or legal person without the prior written consent of **BANCO POPULAR**. **THE SUPPLIER** guarantees, in the most absolute manner, to **BANCO POPULAR** that the transferee (when applicable) must commit in writing with **BANCO POPULAR** to comply responsibly with the obligations placed by **THE SUPPLIER** under this agreement. Any transfer or assignment without the consent of **BANCO POPULAR** will be void. In all cases, **THE SUPPLIER** shall be jointly and severally liable for those obligations with respect to the execution of this contract. For the purposes of this contract, the assignment or delegation of this contract, once authorized by **BANCO POPULAR**, shall include, all the commitments and obligations assumed by **THE SUPPLIER** under the contract, annexes and/or modifications that form an integral part thereof.

ARTICLE EIGHTEEN: Contract Validity and Written Modifications.- This Agreement establishes a formal agreement between **THE PARTIES** on the Contracted Services and the main purpose of this document, consequently, any previous agreement, covenant or written arrangement is invalidated or terminated by mutual Agreement, agreeing to respect and comply with the provisions set forth herein, which may only be replaced or modified by common agreement and in writing.

ARTICLE NINETEEN: Nullity of Clauses. In the event that one or more clauses of this Agreement are totally or partially invalidated or declared null, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

ARTICLE TWENTY: No Agreements with Employees or Relatives of BANCO POPULAR.- **THE SUPPLIER** states and warrants that it does not maintain any type of relationship or hidden agreements, in a non-limiting manner, with employees, officers, agents, suppliers, customers or representatives of **BANCO POPULAR**, that may generate conflicts of interest in their actions; and has not offered any type of gift, gift or benefits, in a non-limiting manner, to those who are capable of affecting their impartiality in the exercise of their functions, provided that the existence of any of these situations will lead to the termination of the contract by **BANCO POPULAR** without the need for a judicial decision, without incurring in any penalty or liability with respect to **THE SUPPLIER**, all without prejudice to what is established in the Contract, and legal actions that **THE SUPPLIER** may be the subject of, and of the damages for which **BANCO POPULAR** may be entitled.

ARTICLE TWENTY ONE: Election of Domicile.- For the performance and execution of this contract, **THE PARTIES** make a choice of domicile at the addresses indicated in the introduction of this contract, without prejudice to the notifications that are made at the addresses that in Future could be their legal address.

ARTICLE TEWNTY TWO: Dispute Resolution, Applicable Jurisdiction and Common Law.- For all purposes and consequences of this contract, as well as for the settlement of disputes and litigation that may result from its execution or termination; **THE PARTIES** are subject to the jurisdiction of the ordinary courts of the National District, Dominican Republic. This Agreement is and shall be governed by and construed in accordance with the provisions of the Common Law and the laws of the Dominican Republic.

ARTICLE TWENTY THREE: Compliance with Environmental Protection.- **THE SUPPLIER** undertakes and assumes before **BANCO POPULAR** to establish within its company and operations, the means, forms of control and precaution that allow it to comply with the conservation and protection of the environment and natural resources of the country, and to prevent, minimize or remedy the potential impacts on biodiversity as established by the laws of the Dominican Republic, particularly the General Law on Environment and Natural Resources (64-00), in such a way that he avoid, reduce and compensate for damages to nature, public services or the well-being of staff working in its company and living in neighboring or impacted communities. **THE SUPPLIER** acknowledges and accepts that in the event of breach of any of the obligations assumed herein, it shall keep **BANCO POPULAR** free of any claim and liability.

ARTICLE TWENTY FOUR: Compliance with the Code of Ethics for Suppliers.- **THE SUPPLIER** undertakes and assumes before **BANCO POPULAR** to establish within its company and operations, means, forms of control and precaution that allow it to comply with the provisions of the Code And extend it within its supply chain. This code establishes the ethical principles and behavioral norms (behaviors) that should govern commercial relations with our institution **BANCO POPULAR**, this code is detailed in the ANNEX A: "Code of Ethics", which forms an integral part of this Agreement.

ARTICLE TWENTY FIVE: Full Agreement.- This agreement, as well as its annexes and appendices, constitute a complete agreement of **THE PARTIES** with respect to the subject matter thereof and supersedes all previous agreements, arrangements and understandings between them, whether in a verbal or written form that could've existed prior to the signature of the same.

ARTICLE TWENTY SIX: Force Majeure.- **THE PARTIES** shall not be responsible or their assignees for the execution of this Contract, when the performance of the obligations placed upon them is restricted or interfered with as a result of the Force Majeure or for causes imputable to **THE PARTIES** (lack of one of the parties). In these cases, **THE PARTIES** agree that the Party that cannot comply will be exempted from fulfilling its obligations under this contract, during the causes of Force Majeure that cause the non-compliance and until they have ceased. **THE PARTIES** acknowledge that these causes cannot be attributable to the defaulting party, reason why it cannot claim non-compliance for administrative reasons, operative or related to its employees. It is recognized as causes of Force Majeure those caused by nature (cyclones, hurricanes, earthquakes, tsunamis, hail, etc.) or by man that are powerful or of social impact (general strikes, civil war, criminal or criminal acts, Others similar).



MADE, READ AND SIGNED in three (3) originals of the same tenor and effect, one for each of the contracting **PARTIES** and one for the acting Notary Public. In the city _____, Dominican Republic, to the _____ (____) days of _____ of the year two thousand _____ (____).-

BY BANCO POPULAR:

BY THE SUPPLIER:

I, _____, Registration No ._____ Notary Public of the number _____, **CERTIFY AND ATTEST** that appeared before Messrs. _____, and _____ of generals and qualities that are herein stated, who declared me under oath that the signatures that appear at the bottom of it have been put by them freely and voluntarily and that this is how they usually sign all public and private acts. In the city of _____, Dominican Republic, _____ (____) days of the year two thousand _____ (____).

Public notary

***** **IN WITNESS WHEREOF**, I have signed and sealed this document, which was issued at the request of an interested party and entered in my files in the city of Santo Domingo, National District, Dominican Republic, on this day August 14, 2017.