

Annex D: Terms and Conditions

Table of Contents

<p>1. General Information</p> <p>1.1. ICNY Privacy Policy</p> <p>1.2. Customer Service</p> <p>1.3. Electronic Communications Disclosure</p> <p>1.4. Account Statements and Notices</p> <p>1.5. Amendments and Changes to these Terms and Conditions</p> <p>1.6. Electronic Exchange</p> <p>1.7. Governing Law</p> <p>1.8. US Laws and Regulations</p> <p>2. Accounts</p> <p>2.1. Demand Deposit Accounts</p> <p>2.2. Time Deposits Accounts</p> <p>2.3. Account Terms</p> <p>3. General Information and Regulations regarding the Account</p> <p>3.1. Opening a Deposit Account</p> <p>3.2. Closing a Deposit Account</p> <p>3.3. Account Ownership</p> <p>3.4. International Banking Facility (“IBF”)</p> <p>3.5. FDIC Insurance</p> <p>3.6. Restricted Access</p> <p>3.7. Legal Process</p> <p>3.8. Dormant Accounts</p> <p>3.9. Account of Deceased Persons</p> <p>3.10. Currency Transaction Report (“CTR”)</p> <p>3.11. Errors or Questions about Your Account(s)</p> <p>4. Electronic Banking</p> <p>4.1. Internet Banking System</p> <p>4.2. Real Time Funds Transfers service</p> <p>4.3. Electronic Banking Exceptions - Oral</p> <p>Instructions and Communications</p> <p>4.4. Internet Banking Specific Terms and Conditions</p>	<p>5. Account Transactions</p> <p>5.1. General rules for deposits, Cashed Items and Withdrawals</p> <p>5.2. Checkbook and Checks</p> <p>5.3. Deposits</p> <p>5.4. Transfers</p> <p>5.6. Check Cashing</p> <p>5.7. Charges and Other Expenses</p> <p>5.8. Bank’s Liability</p> <p>5.9. Bank’s Indemnity</p> <p>5.10. Substitute Checks and Your Rights</p> <p>6. Funds Availability</p> <p>6.1. Determining the Availability of a Deposit</p> <p>6.2. Same-Day Availability</p> <p>6.3. Next-Day Availability</p> <p>6.4. Other Check Deposits Availability</p> <p>6.5. Longer Delays May Apply</p> <p>6.6. Special Rules for New Accounts</p> <p>6.7. Policy Changes</p> <p>6.8. Obligation to Pay the Bank</p> <p>7. Enforcement of Obligations</p> <p>8. Collateral and Security Agreement</p> <p>9. Bank’s Rights of Waiver</p> <p>10. Severability of Terms</p> <p>11. Tax Information</p> <p>11.1. Introduction</p> <p>11.2. Interest Withholding and Reporting</p> <p>11.3. FATCA – Foreign Account Tax Compliance Act</p> <p>11.4. Form W-9 Instructions for U.S. Citizens or Resident Aliens</p> <p>11.5. Form W-8 Instructions for Non-Resident Aliens</p>
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1. General Information

Welcome to Itaú Corpbanca New York Branch (“ICNY”). We are pleased that you decided to open an account with us. The information contained in these Terms and Conditions explains the general rules, regulations, and other disclosures applicable to all accounts and services available at ICNY. By signing the Account Opening Application or by using these accounts or services you are agreeing to the Terms and Conditions governing those accounts and services. Authorized signatories shall be indicated upon establishment of this relationship by completing and signing the Signature List Form (Annex A of the Account Opening Application). Changes (if any) in the authorized signatories should be promptly informed by the issuance of a new Signature List Form. ICNY can rely on the information and documentation provided to us by you, until we receive from you other information and documentation and we have had a reasonable period of time to process such other information and documentation.

For the purpose of these Terms and Conditions the words “we”, “us”, “our”, “Itaú Corpbanca New York Branch”, “ICNY”, and “the Bank” refer to Itaú Corpbanca New York Branch; and “you” and “your” refer to you, representing the ICNY client. These Terms and Conditions, the application you provide to us, and all relevant annexes referred to or included shall be collectively referenced as “the Agreement”.

For purpose of these Terms and Conditions, Business Days are Monday to Friday, from 9:00 am to 5:00 pm Eastern Standard Time, excluding any Bank holidays in the United States. The Bank will open its Branch office during the hours it finds suitable and convenient.

1.1 ICNY Privacy Policy

We at ICNY understand that maintaining our customers’ trust and confidence is a top priority. To demonstrate our commitment towards protecting the privacy of the information that we collect about you and to ensure that this information is properly safeguarded, we at ICNY have prepared this policy to manage and control personal information of our customers, pursuant to the privacy regulations prevailing in the United States. This policy refers to the restrictions to disclose your personal information. The provisions of this policy apply to our current clients as well as former clients, unless we state otherwise.

ICNY carefully manages information shared among the Itaú Corpbanca Group, which includes the subsidiaries within our Group. We protect personal information that we collect about you by maintaining physical, electronic and procedural safeguards that meet or exceed applicable law. We value your trust and handle information about you with care. We limit access to customer information only to those associates who need to know that information to provide products and services to you or to maintain process or administer those products or services. Our associates are bound by “Legal and Ethical Standards” requiring confidential treatment of customer information and are subject to disciplinary action if they fail to follow these standards. We do not sell or share our customer information with any marketing firms or unauthorized third parties, unless it is subject to applicable financial privacy laws or other laws or regulations, or with the exception of firms providing services to ICNY related to its banking business, such as technology firms, accounting and auditing firms, and legal advisors, among others, or where it is necessary for completing transfers or in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. We carefully manage information shared among the Itaú Corpbanca Family, which includes the subsidiaries and affiliates within our Group, to give you better service, more convenience, and to offer benefits based on your overall business with us.

We collect and use various types of information to service your accounts, save you time and money, and better understand your needs. We want to help you learn more about our products and services that may be of interest to you.

We have analyzed the manner and type of information that we collect from customers and have categorized it as follows:

- a.** Information you provide to us on account applications, telephone conversations online and through other means, such as a breakdown of your assets, income and other debts.
- b.** Information about your transactions and account experience with us, such as account balances, payment history, parties involved in transactions and information about our communication with you, such as a request for a copy of an account statement, and our responses.
- c.** Information from a consumer report, such as information regarding your creditworthiness or credit history.
- d.** Information from other outside sources regarding employment, credit or other relationship with you or verifying representations made by you, such as your employment history, loan or credit card balances.

Keeping your account information accurate and up-to-date is very important. We provide you with access to your account information through various means such as account statements, telephone banking and online banking. If you ever find that your account information is incomplete, inaccurate or not current, please call or write to us at the telephone number or address listed on your account statement, bank records, or other documentation. We will promptly update or correct any erroneous information. If you have questions, or feel that we have not handled information about you properly, you may always contact us through our Customer Service Department and we will investigate your inquiry or complaint.

ICNY will provide notice of our privacy policy annually, as long as you maintain an ongoing relationship with us. This policy may change from time to time, but you can always review our current policy on our Web site at: <https://banco.itau.cl/wps/portal/BICPublico/productos/itau-corpbanca-NY-branch> or contact our Customer Service Center for a copy (please refer to the Customer Service Section for details). If you have any questions about the confidentiality of your information, please contact Customer Service.

1.2. Customer Service

You may contact ICNY through our Customer Service Center calling +1 (212) 826 5100; +562 2660 1500 and toll-free at 800 470 407 from Chile.

You may also contact us by mail, by writing to:

ICNY Customer Service Center
Itaú Corpbanca New York Branch
885 Third Avenue, Floor 33
New York, New York 10022
customerserviceny@itau.cl

1.3. Electronic Communications Disclosure

This eCommunications Disclosure covers all of your accounts, products, and services with Itaú Corpbanca New York Branch (“we”, “us”, and “our”) accessible, either currently or in the future, through Internet Banking website. This includes, but is not limited to, the following account, product, and service types: deposit accounts, loan, custody accounts, wire transfers, and other online services. The words “I”, “you” and “your” mean each account holder, product owner and/or service user identified on an account, product or service.

Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive it electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since Internet Banking website includes some of this information, you must consent to this eCommunications Disclosure in order to use these services. At times, we may still present you with paper disclosures, but

as a basic proposition we need to know that you are willing to receive disclosures and other information electronically that otherwise must be provided on paper and that you have the hardware and software needed to access this information (and note that in Section 1.3.2 below, we explain ways to obtain selected disclosures or other information on paper even after you have consented to this eCommunications Disclosure).

You understand and agree that Itaú Corpbanca may provide to you in electronic format only, by posting the information on the website where you access your account, product or service, such as Internet Banking website, or through email (if applicable and if you have provided a valid email address), agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of Internet Banking web service, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you ("Communications"). Such Communications may include, but are not limited to:

- a.** The services agreements, other service or user agreements for online access to Itaú Corpbanca website, all updates to these agreements and all disclosures, notices and other communications regarding Internet Banking and transactions you make within Internet Banking;
- b.** Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee and commissions schedules, term and conditions or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations; periodic, annual, monthly or other statements, disclosures and notices related to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act or other applicable federal or state laws and regulations;
- c.** Any notice or disclosure regarding an account, product or service fee, such as a late fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- d.** Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- e.** Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- f.** Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- g.** Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W8BEN, or other agreements.

1.3.1. Setting your Electronic Communications preferences

After you consent to this eCommunications Disclosure, you will still be able to set your preferences to receive certain Communications in paper format. If you decide to stop eCommunications and commence receiving your account statement by regular mail to the address you have communicated to the bank through the account opening form, you shall communicate this decision in writing to the bank or through the Paperless Option in Internet banking.

1.3.2. Types of Communications you will receive in paper

This eCommunications Disclosure does not apply to:

Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence; any transactions subject to Article 9 of the Uniform Commercial Code; any other communications that Itaú Corpbanca determines, in its sole discretion that you should receive in paper rather than electronic form.

Such notices and disclosures shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

1.3.3. How to withdraw your consent to this eCommunications Disclosure

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by Internet Banking or by sending to us written consent according to the form that we can deliver. Your withdrawal of consent is effective only after you have communicated your withdrawal to Itaú Corpbanca and Itaú Corpbanca has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

Remember that you can always set your Communications preferences as described in Section 1.3.2 above without withdrawing your consent to this eCommunications Disclosure.

Consent Coverage: Certain notices from you are not covered. Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

1.3.4. Obtaining copies of Electronic Communications

You may print or make a copy of Communications by using your printing functionality or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by Itaú Corpbanca to you pursuant to this eCommunications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at the appropriate toll-free customer service phone number for your account, product or service. Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications.

1.3.5. Updating your Contact Information

In the event that your email address or other contact information is changed, you must notify Itaú Corpbanca of such changes immediately by written notice.

If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in Internet Banking or emailed to the email address we have for you in our records.

1.3.6. Types of Communications you will receive in paper

This eCommunications Disclosure does not apply to: any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence; any transactions subject to Article 9 of the Uniform Commercial Code; any other communications that Itaú Corpbanca determines, in its sole discretion, that you should receive in paper rather than electronic form.

Such notices and disclosures shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

1.4. Account Statements and Notices

1.4.1. Monthly Statements

Each cycle we will, unless you have requested and we have agreed to the contrary, mail to you at your address an account statement showing all activity, all transfers you authorize in advance, all transfers made through the Internet Banking System and other account information for the statement period, including summary of your balances and itemized listing of your transactions by date. Items paid in support of the debit entries on such statement shall not, unless you so request in writing, accompany the statement. Such items or copies thereof, are available, as of the date of the applicable statement, to you for your inspection.

You can get your current balance and available balance any time by calling to ICNY Customer Service Center or through the Internet Banking System.

If two consecutive statements and/or notices are returned to us for any reason, we may hold subsequent notices and statements until we receive forwarding information from you. You must notify the Bank promptly, in writing and in original, of any change in your address unless otherwise specified on your statement or, if the notice relates to a particular service, which you are receiving from the Bank, to the address specified in the agreement for such service. The Bank shall have a reasonable time to act on any notices received. The Bank shall not be responsible for the failure to receive, or delay in receipt of notices, which are not sent in the manner provided herein.

If there is no activity in your account for at least three months, we reserve the right to stop sending statements monthly and instead send them quarterly.

You agree to exercise reasonable care and promptness in examining such statement and items to discover any irregularity including, but not limited to, any unauthorized signature or alteration and notify the Bank promptly in writing of any such discovery, and in no event more than 30 calendar days subsequent to the time that such statement was first mailed or made available to you. In those situations in which you have authorized the Bank to hold your correspondence (see the following paragraph), these Terms and Conditions shall apply as if you received such statement on the date shown on the statement. In those situations where you have designated an attorney-in-fact pursuant to a power of attorney, fulfillment of this section to and by the attorney-in-fact shall be the same as to and by you. Subject to the timely giving of any notice by you pursuant to the foregoing paragraph, any statement of any account of yours shall be, in the absence of manifest error, conclusive evidence of the transactions and other matters set forth therein.

An additional rule will be applied in a situation involving a series of forgeries, alterations, or unauthorized or missing signatures. You must notify us within fourteen days after the statement is made available to you in which the first of such items appears, or we will not be liable for losses resulting from subsequent occurrences.

You also agree that any suit based on an account error, discrepancy, or unauthorized transaction must be brought within one year after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think errors have been made or if you need more information please contact ICNY Customer Service.

Please refer to the Section 4 for additional information about Electronic Banking Transactions.

Go Paperless

If you choose our 'Go Paperless' service, you will no longer receive paper documents in the mail. You will be able to securely view, print or save your statements and communications electronically whenever you need them. Paperless customers will always receive an email notification whenever a new policy document is available online. Please refer to the Section 1.3 for additional information about Electronic Communications.

1.4.2. Paid Check Options

Unless you elect otherwise, we will not mail to you either your original paid checks or images of your paid checks with your periodic statement. Instead, we will retain copies of your paid checks for a period of time. If you prefer, you may elect to have your check images or original paid checks delivered with your periodic statements. You must speak with our Customer Service Center in order to sign up for this service.

Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared

and sent to you. This information will be detailed in your statement which will list all checks paid during the statement period. Additionally, you may request a copy of any of your paid checks by calling the Customer Service Center. Please refer to the Fees and Commissions for applicable fees.

1.5. Amendments and Changes to these Terms and Conditions

We reserve the right to change the terms and conditions contained in these Terms and Conditions as well as the Fees and Commissions (Annex E of the Account Opening Application) and to add any new charges, as required by law or Bank policy. In addition, we will revise these Terms and Conditions from time to time to reflect these changes. We suggest that you keep any notification of changes to these Terms and Conditions along with the rest of your ICNY account information. Unless otherwise required by law, we may amend these Terms and Conditions without prior notice to you. If we choose to notify you or are required by law to notify you of changes to these Terms and Conditions, we may mail or deliver a notice, a statement message, or an electronic message to you at the last address we have on file for you. Please be advised that certain fees may change without notice to you.

1.6. Electronic Exchange

Notwithstanding any other provision of any agreement to the contrary, the Bank may pay checks, debit an account, place holds against an account, advance funds to you as provided in the agreement, or take any other action with respect to an account as provided in the agreement, on the day an item is presented by electronic or other means, or at any earlier time based on notification received by the Bank that an item drawn on an account has been deposited for collection in another financial institution.

A determination of the balance in an account for purposes of making a decision to refuse payment of and return an item for insufficiency of available funds may be made at any time between the receipt of such

presentment or notice and the time of return of the item and no more than one such determination need to be made.

In all other respects, the terms and conditions of the Agreement shall remain unchanged.

1.7. Governing Law

United States Federal laws and regulations, including regulations of clearing organizations, as in effect from time to time, govern accounts and services through ICNY. To the extent that such laws do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the State of New York without regard to conflict of law principles, as in effect from time to time. Any proceedings with respect to the interpretation of these Terms and Conditions or our rights and your obligations hereunder shall be exclusively brought in the United States District Court for the Southern District of New York or, if such court lacks subject matter jurisdiction, in the Supreme Court of the State of New York, County of New York, and you irrevocably consent to personal jurisdiction of such courts and waive the right to object to the jurisdiction or venue of either such Court or to claim it is an inconvenient forum. Service of process on you by any means allowed by New York law at the address provided herein shall constitute good and sufficient service.

1.8. US Laws and Regulations

The U.S. law places restrictions on the type of transactions that can be processed through your account at Itaú Corpbanca New York Branch or any other account in the United States. Since Itaú Corpbanca New York is an international bank branch licensed by the Office of the Comptroller of the Currency (“OCC”) in New York, we comply with all applicable U.S. laws and regulations, including but not limited to the regulations promulgated by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”).

OFAC enforces economic and trade sanctions against certain targeted countries (“Country Sanctions Programs”) as well as against terrorists and international narcotics traffickers engaged in activities that threaten the national security, foreign policy or economy of the United States collectively referred to as (“Specially Designated Nationals”). Generally, OFAC regulations prohibit U.S. financial institutions from engaging or processing any financial transaction associated with Country Sanctions Programs and/or involving assets and properties of Specially Designated Nationals. These controls apply to deposits, contracts, letters of credit, funds transfers, payments, etc. Pursuant to OFAC regulations, Itaú Corpbanca New York is required to block (freeze) or reject any transactions/transfers that are, either directly or indirectly, associated with Specially Designated Nationals and/or Country Sanctions Programs. Violations of the Country Sanctions Programs are deemed Federal criminal violations in the United States that can result in penalties and imprisonment.

To comply with this law and other regulations, Itaú Corpbanca New York may request that you provide supporting documentation on any transactions conducted or attempted to be conducted through your account(s) at Itaú Corpbanca New York, as required by this Agreement that governs your relationship at Itaú Corpbanca New York. It is important to respond to these requests as soon as possible to prevent delays or cancellations of your transactions. Itaú Corpbanca may cancel or return a transaction and you may incur additional fees if you do not provide responses to our inquiries for further information within 48 hours of receiving such requests. It is very important that you neither transfer nor receive funds from companies or persons you do not know or with whom you do not have a direct commercial relation.

If you would like more information on this topic, please visit OFAC’s website at: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

Lastly, as OFAC sanctions and regulations change frequently, you may register at: https://public.govdelivery.com/accounts/USTREAS/subscriber/new?topic_id=USTREAS_61

Unlawful Internet Gambling Enforcement Act of 2006:

It is the policy of Itaú Corpbanca New York Branch, not to accept accounts from entities that engage in unlawful internet gambling. If we find that your account is being used to process transactions related to unlawful internet gambling, the transactions will be blocked and your account will be closed, following the Act promulgated by the Department of the Treasury and the Federal Reserve Board, Unlawful Internet Gambling Enforcement Act of 2006.

Anti-money Laundering and Terrorism Finance Prevention:

Itaú Corpbanca New York Management is committed to take the necessary actions to comply with the design, implementation and monitoring of the necessary strategies, policies and procedures to ensure full compliance with existing laws and regulations, preserving the good name and reputation of the institution, its owners, employees, and customers.

USA Patriot Act Notice

It is the policy of Itaú Corpbanca to take all reasonable and appropriate steps to prevent persons engaged in money laundering, fraud, or other financial crime, including the financing of terrorists or terrorist operations from utilizing Itaú Corpbanca products and services.

Federal Law requires all financial institutions to obtain, verify and record information that identifies each person or company that opens an account. What that means for you: When you open an account at ICNY, we will ask you for your valid photo ID, name, address, date of birth and other information that will allow us to identify you. We may also ask you to see any other identification document.

If the owner of this account is not a natural person, we may also ask for a valid photo ID, name, address, date of birth and other information that will allow us to identify substantial owners and those with effective control over the entity in question, even if they are not signers on the account.

2. Accounts

2.1. Demand Deposit Accounts

ICNY offer two options for Demand Deposit Accounts. A regular Demand Deposit Account ("DDA") which is a non interest bearing account and a Demand Deposit Account with Interest ("DDI")

A Demand Deposit Account is an account that allows you to make payments with checks, and/or wire transfers, with no restrictions on the number of transactions allowed. This account is designed to cover your day-to-day payment needs, and can be used as your "anchor account" at ICNY. You can access this account by writing checks or sending us payment or transfer instructions via facsimile, wire or our Internet Banking System, Internet Banking.

A Demand Deposit Account with Interest is an account with the same features of a DDA account, but that may earn interest.

You will be asked to choose the type of Demand Deposit Account that you prefer as part of the Account Opening Application. Non USD Demand Deposit Accounts are always non-interest bearing accounts

2.2. Time Deposits Accounts

A Time Deposit is opened when you agree to leave funds in the account for a specific period of time, called the term, in exchange for interest. ICNY offers a variety of terms from 2 days up to 5 years with a single interest payment at maturity.

Maturity date is the date you agree your funds will be available for withdrawal.

2.3. Account Terms

Fees and Commissions

Accounts are subject to different fees and commissions including fees for balances below a certain amount. Please refer to our Fees and Commissions (Annex E of the Account Opening Application) for updated information.

Interest Rate

For accounts that earn interest, the interest rate is the rate paid without regard to compounding, shown as an annual figure. Interest simple is calculated daily and computed on a 365-day basis. During leap years, interest will be computed on a 366-day basis if your account is opened before February 29.

For Demand Deposit Accounts with Interest, rates are determined at the discretion of the Bank. From time to time the Bank may establish, change or eliminate different balance levels to determine different rates of interest or establish a balance above which interest shall not be paid. We will not notify you of any changes, but you can obtain this information by calling your Account Officer or Customer Service Representative. For Time Deposit Accounts the interest rate is negotiated at inception when opening.

Interest Calculation Method

For Demand Deposit Accounts with Interest, the Bank uses the daily balance method. This method applies a daily rate to the principal in the account each day and credit the interest in your account the next day.

For Time Deposit Accounts, the Bank uses the daily balance method. This method applies a daily rate to the principal in the account each day and credit the interest in your account on the maturity date.

The accounts begin to earn interest when the Bank receives credit for the deposit.

Annual Percentage Yield (APY)

The annual percentage yield means a percentage rate your money will earn interest if it remains on deposit for a full year with compounding and no change in the interest rate and all interest earned is left in the account.

Day of deposit

Generally, if you make a deposit before 4:45 pm on a Business Day , that day will be the day of deposit. However, if you make a deposit after that time or on a day that is not a Business Day , the day of deposit will be the next Business Day .

Term and Maturity Date for Time Deposit Accounts

The term of your time deposit is the length of time you have agreed to leave your money on deposit. The term begins on the date you make the deposit and ends on the maturity date stated. If the maturity date falls on a date that is not a Business Day, the next Business Day becomes the maturity date.

Renewal Policy for Time Deposit Accounts

Time Deposits will not be renewed automatically. In order to be renewed you must send specific instructions indicating the interest rate and the maturity date. Otherwise, the principal and interest at maturity will be credited to your DDA or DDI.

Early Withdrawal Penalty for Time Deposit Accounts

We will fine you with a substantial penalty, if you withdraw any principal before maturity date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit. The early withdrawal penalty will be assessed as follows:

Penalties will be calculated at the time of early withdrawal as 50% of the interest accrued to date by the amount withdrawn prior to maturity.

There is no withdrawal penalty if the account holder dies or is declared legally incompetent.

3. General Information and Regulations regarding the Account

3.1. Opening a Deposit Account

By signing the Account Opening Form (including the Signature Card), you agree, among other things, (a) to advise the Bank promptly in writing of any change in your address or your tax status and (b) that mail addressed and mailed to you at your address of record with the Bank shall be deemed to be properly delivered. You must send us an original written notice addressed to ICNY Customer Service Center immediately upon changing your address, telephone or any other information about you or concerning your account. Make sure you request us to update your information on all of your accounts.

The Account Opening Form (including the Signature Card), and the Power of Attorney or similar legal document, contain specimens of the signatures which you acknowledge are the authentic signatures of the persons you authorize to enter into transactions between you and the Bank, and the Bank is entitled to rely on those signatures.

You understand that, when you open your account, we will ask you to verify your identity, by showing us a valid passport or other satisfactory identification with your signature and photograph on it.

We require as a reference the name of your employer and/or another bank where you have had an account, when applicable. We also require a Social Security Number or Employer Identification Number (EIN) for all accounts; and for accounts earning interest; we also require that you certify this number. This requirement does not apply to non-residents aliens, but such individuals must periodically certify their non-resident status. Further details can be found in the Section 11.2 "Interest Withholding and Reporting". Pending our receipt of satisfactory responses from your references and complete account documentation, the Bank may open an

account for you on a temporary basis. Even though we may establish a temporary account we may elect not to accept the final establishment of an account relationship or transfer instructions from you. You understand that the Bank is under no obligation to establish an account relationship with you.

3.2. Closing a Deposit Account

You may close your account at any time (except as stated otherwise in these Terms and Conditions). The same signatures required for writing checks and making withdrawals are required to close the account. If you close a Time Deposit Account before maturity, you will be subject to an Early Withdrawal Penalty. The Bank may, at any time and in its sole discretion, close any account established under these Terms and Conditions by mailing notice of closing to your address of record, which notice shall be effective when mailed. We will try to notify you in advance should this be necessary, but we are not obliged to do so. We also reserve the right to close your account if a zero balance remains over 45 days. Any items presented to the Bank subsequent to such closing may be returned unpaid, without any liability to anyone for such non-payment.

At the time of such closing or within a reasonable time thereafter the Bank may, at your risk, and without any liability on our part in the event of non-receipt, mail to you at such address a check for the balance of such closed account if any.

3.3. Account Ownership

In New York State the legal age is 18 years. To be eligible to apply for an account at ICNY an individual must be of legal age (18 or older). Beneficiaries of accounts (ITF) may be under the legal age. Should a beneficiary who is not of the age of majority inherit the proceeds of an account, a one-time payment will be made from the account in order to close the account. Ownership of Demand Deposit Accounts, Demand Deposit Accounts with Interest and Time Deposit Accounts are not transferable without the consent of ICNY. You may request any changes to the ownership of your account with our consent and by completing the appropriate ICNY forms.

Individual Account

An individual account is opened in the name of one person only. The authorization of this person is required for any transaction on this account.

Joint Accounts

An account can be opened in the name of two or more individuals. Such an account will be considered a Joint Account with Right of Survivorship. All money on deposit will be owned jointly. The signatures of all named joint account owners must be on file to establish their ownership rights.

With a Joint Account, we can act on the instructions of any one or more of the joint account owners whose signatures are on file with us. You understand that at any time the balance in the account may be paid to any joint account holder irrespective of whether any other account holder is incapacitated or deceased at the time of such payment. Any joint account holder can make deposits or withdrawals or give instructions to the Bank. We will follow these instructions until we receive written notice to the contrary from any account owner or until we are aware of any dispute relating to the account. Thereafter, we may require all owners to authorize any subsequent withdrawal; we shall not be liable to any joint account holder for continuing to honor checks, withdrawals or other instructions from any joint account holder. As a result of service of legal process, we may be required to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by, any of the joint account holders. Either joint account owner may close a joint account.

Each account holder is jointly and severally responsible for paying overdrafts created by any authorized signer (s) or party to the account, whether or not they participate in the transaction or benefit from its proceeds. We may require by legal process to pay all the funds in a joint account to satisfy a judgment against any or all accounts owners.

If a joint account owner dies, full ownership and control of the balance of the account passes to the surviving account owner(s). For more details see "Account of Deceased Persons".

A Will or Last Testament cannot change the ownership of this account.

In - Trust-For ("ITF") Account

An account designated "in trust for" (or which uses similar language as determined by applicable law) permits to you deposit money in your own name in trust for one or more named beneficiaries. You can at any time withdraw all or part of the balance or close the account. Upon your death, any amounts then on deposit will be paid to the beneficiaries who survive you, in equal shares (or, if permitted by applicable law, in such shares as you may expressly designate in writing), and if none of the beneficiaries survives you, any amounts on deposit will be paid to your estate.

During your lifetime, the Bank will not accept instructions from the beneficiary with respect to the account. The beneficiary's share will be paid to his or her estate only if the beneficiary survives you and funds in your account were not paid out to the beneficiary before his or her death(s). Custody accounts, which hold securities and other similar assets, cannot be established as "in trust for" accounts.

The funds in this type of accounts can also be owned by a trust. In most of cases, the trust must have its own tax identification Number issued by the Internal Revenue Service ("IRS"). A trustee certification is required to open this type of account.

Uniform Transfers to Minors Accounts ("UTMA Account"):

The funds in this type of account are owned by a minor, who receives the funds as a permanent (irrevocable) gift. A custodian, who manages the account for the minor's benefit, controls the Account. One custodian and one minor are allowed per account. You may, however, name a successor custodian to perform the custodian's duties, if the original custodian resigns or is unable to act. We act only upon the custodian's instructions. Full control of the account must be turned over to the minor by the custodian when the minor reaches age 21 (or 18 if so specified when you open the account).

Business and Other Non-personal Accounts

If the account's owner is a corporation, unincorporated association, limited liability company, limited liability partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or other account documents represents and agrees that they: are fully authorized to execute all documents in their stated capacity; have furnished all documents necessary to demonstrate that authority; and will furnish any other documents in such form as we may request from time to time. We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed.

3.4. International Banking Facility ("IBF")

In the event you establish an IBF account, you acknowledge that you are a non-bank customer and that you have received notice of, and understand that, it is the policy of the Board of Governors of the Federal Reserve System that, with respect to non-bank customers, deposits received by international banking facilities may be used only to support the non-United States operations of the depositor (or its foreign affiliates) located

outside the United States and that extensions of credit by international banking facilities may be used only to finance the non-United States operations of a customer (or its foreign affiliates) located outside the United States. Further, no deposit or withdrawal of less than US\$100,000 is permitted, except that a withdrawal of interest earned on an account is permitted or a withdrawal of less than US\$100,000 is permitted if such withdrawal closes an IBF account. Funds in an IBF account have a minimum maturity or required notice period prior to withdrawal of two Business Days.

3.5. FDIC Insurance

The Federal Deposit Insurance Corporation does not insure your deposits at ICNY.

3.6. Restricted Access

There are occasions when we restrict access to deposits, such as when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest bearing accounts, they will continue to earn interest as usual.

When we receive an order instructing us to restrict access to funds in an account, we ensure compliance by removing the funds from the account and maintaining them separately. These funds might not earn interest.

3.7. Legal Process

We may comply with any writ of attachment, adverse claim restraining order, subpoena, warrant or other legal process, which we believe (correctly or otherwise) to be valid. A fee for processing will be assessed. NOTE: If we are not fully reimbursed for our record research, photocopying and handling cost by the party, which served the process, we may charge such costs to your account, in addition to the minimum legal process fee.

You agree to indemnify, defend and hold us and our affiliates and each of the respective officers, shareholders, directors, employees and agents harmless from and against all actions, claims, fines, liabilities, losses, costs, expenses, interest and damages (including attorney's fees) associated with our compliance with any process or procedure that we believe to be valid.

We will not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor process, which is served by mail or facsimile transmission, even if the law requires personal delivery at our offices.

3.8. Dormant Accounts

Under abandoned property statutes, we must turn over to the State of New York your checking or matured time deposit accounts if you have not done at least one of the following during a specified period of time:

- a.** Deposited or withdrawn funds;
- b.** Signed our active account confirmation form when you presented your certificate to have us record your interest;
- c.** Written us concerning the account.

If your account has a New York address, your funds will be remitted to the State of New York three (3) years after the date of the last client contact. In the case of an automatically renewing Time deposits, the three-year period will not begin until the first maturity date of the certificate.

If your account has an U.S. address other than New York, your funds will be remitted to your home State according to its abandoned property statutes.

If your account has a foreign address or no address on file, your funds will be remitted to the State of New York three (3) years after the date of last written client contact.

We will mail a notice to your last known address. If you do not respond, we will forward the funds in your account to the State of your last known address. You can retrieve the funds by contacting the New York State Comptroller (address: Office of the State Comptroller, Office of Unclaimed Funds, 110 State Street, Albany, NY12236, or call 1 800 2219311) or the office of a similar official in another State, depending on the address we have for your account.

3.9. Account of Deceased Persons

In case of death of an account owner, we will continue to honor checks written on that account until we are notified of the owner's death. Upon notification, we will block the account and, thereafter, documents must be presented to us before funds can be paid out and the account closed.

List of Documents

- a.** Certified Copy of Death Certificate, good identification and evidence of the account.
- b.** Letters Testamentary, Letters of Administration or Letter of Voluntary Administration or any similar document issued in the Jurisdiction applicable to the deceased person.
- c.** Small Estate Affidavit (see Section 1310 of the New York Surrogate's Court Procedure Act) or any similar document issued in the Jurisdiction applicable to the deceased person.

Individual Accounts

If the procedure for releasing funds in the case of "Small Estates" cannot be used, documents A and B are required.

"Small Estates"

Where the total value in individual accounts at ICNY and elsewhere is US\$30,000.00 or less and there is a surviving spouse, the surviving spouse can claim the funds with documents A and C. Funds can be released immediately. Where the total value in individual accounts at ICNY and elsewhere is US\$15,000.00 or less, other close relatives-such as a brother, a sister, adult children, a parent, a niece or nephew-can claim the funds with documents A and C. Funds can be released 30 days after death. Where the total value in individual accounts at ICNY and elsewhere is US\$5,000 or less, a creditor or person who paid the funeral expenses of the account holder can claim the assets with documents A and C. Funds can be released six months after death.

Joint Accounts with right of Survivorship

The surviving account owner can claim the funds with document A.

In-Trust-For Accounts

If the account is held in trust for another person, it will be paid to the named beneficiary. Document A is required. If the beneficiary is under 18 years of age at the time payment is requested, the funds may be paid to a court-appointed guardian upon submission of a court order or, under certain circumstances, to a custodian under a Uniform Transfer to Minors Act.

3.10. Currency Transaction Report (“CTR”)

Regulations implementing the Bank Secrecy Act require the Bank to file information regarding various transactions. The Bank Secrecy Act prohibits a person from structuring an otherwise reportable transaction in a manner, which causes a financial institution either to fail to file the required documentation or to file inaccurately.

The Bank is required to file a CTR for any transaction in currency exceeding US\$10,000.

3.11. Errors or Questions about Your Account(s)

Please telephone us or contact us in writing by reaching out to our Customer Service Center. We will need the following information:

- a.** Your name.
- b.** Your Account number.
- c.** Description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you notify us verbally, in order to continue the investigation, you must send us your question or complaint in writing within 10 Business Days after the notification.

We will determine if an error occurred within 10 Business Day after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question.

If we decide that there was no error, we will send you a written explanation within three Business Day after we finish our investigation. If we have provisionally credited your account with funds while investigating an error, you must repay those funds to us if we conclude no error occurred. You may ask for copies of the documents that we used in our investigation.

Service Charges for Transactions

We reserve the right to service charge your account in accordance with our current Fees and Commissions, a copy of which has been provided to you and is also available upon request. These fees are subject to change. We will mail you our fee schedule prior to any changes taking effect if they increase the costs adversely for you. If changes were favorable to you we will provide the new Fees and Commissions as soon as possible.

4. Electronic Banking

Electronic Banking refers to all transactions in which the transfer of money begins electronically, without paper. Included among these transactions are transfers and payments made with Internet Banking, ICNY's Internet Banking System.

Federal Regulations refer to these types of transactions as Electronic Funds Transfers. The Electronic Funds Transfer Act defines the rights of consumers who use electronic banking services. It clarifies the responsibilities and liabilities of both the consumer and the financial institution.

Electronic Banking transactions completed on non - Business Day or after 4:00 pm Eastern Standard Time on Business Day shall be posted to the following Business Day.

4.1. Internet Banking System.

Internet Banking is offered at no additional charge. Eligible ICNY customers can access their accounts through ICNY's Internet Banking System. ICNY reserves the right to select the customers qualified to use Internet Banking. If you qualify, your use of Internet Banking is subject to the Internet Banking Specific Terms and Conditions in Section 4.4, which include your rights and responsibilities with respect to electronic funds transfer performed using this service.

To access your bank account(s) through the Internet Banking platform, all you need is access to the Internet with a browser that supports 128-bit encryption, your User ID and Password that have been emailed for companies to the designated Administrator and for personal accounts to the account holders. Determination of Internet Banking users is determined at the opening of the account by using the Internet Banking User Form (Annex B of the Account Opening Application). Any changes shall be submitted by updating this form.

Internet Banking allows you to access your bank accounts from anywhere there is access to the internet. The following is a sample of the services and features of Internet Banking:

- a. Instruct fund transfers
- b. See a summary of your linked accounts.
- c. Get account information and/or statement update for your account(s).
- d. Receive and send electronic messages to ICNY.
- e. Real Time Funds Transfers.

4.2. Real Time Transfers service

Itaú Corpbanca New York's Real Time Funds Transfer service (RTT) allows corporate customers to make quick, on-line transfers from their Itaú Corpbanca New York Demand Accounts in US Dollars to their Itaú Corpbanca Chile accounts in US Dollars or Chilean Pesos, with the following terms and conditions:

- a. Hours of operation: For transfers to US Dollars accounts in Itaú Corpbanca Chile, the service is available between 9:30 am and 1:30 pm Chile Time. For transfers to Chilean Peso accounts in Itaú Corpbanca Chile the service is available between 9:30 am and 1:30 pm Chile Time. Transfers to both US Dollar and Chilean Peso account in Itaú Corpbanca Chile are only available during days that are both a Business Day (in the United States) and a Chilean business day.
- b. In accordance with the Chilean Central Bank's Compendium of International Exchange Standards, the customer must indicate the reason for bringing the US Dollars into Chile by selecting from the options listed in the "USD Origin" field.
- c. For companies, RTT require instructions to be carried out by individuals designated as Supervisors, but the use of Token is not required.
- d. The sale of US Dollars is conducted through Itaú Corpbanca Chile and is reported to the Chilean Central Bank, in accordance with current regulations.
- e. The system establishes per transaction and/or per day limits on amounts transferred. Please see your Itaú Corpbanca New York Business Executive about those limits.
- f. The system-generated exchange rate for each transaction is available for 40 seconds. Once that time has lapsed, the system will ask the user to update the exchange rate. Do so by clicking on the "Calculate" button.
- g. In order to carry out a transaction, the funds must be available in the customer's Itaú Corpbanca New York demand account.
- h. This service is only available for on-line transfers between accounts corresponding to a single Chilean taxpayer ID number. The same individual must be sending and receiving the funds. Transfers cannot be made to third-parties.

i. The customer accepts and authorizes disclosure of transaction information to the Chilean Central Bank and any other competent authority as required by Chilean and/or US laws and regulations.

4.3. Electronic Banking Exceptions - Oral Instructions and Communications

Unless otherwise instructed by you in writing, we may accept any telephone and oral instructions pertaining to the account, which we believe to be genuine. The risks relating to telephone and oral instructions are solely yours and we shall in no event have any liability or responsibility for acting upon such instructions. We may, in our discretion (a) refuse to execute any telephone and oral instructions without incurring in any liability to you and (b) delay the execution of any transaction evidenced by a facsimile transmission of documents until receipt of originals. As used herein, "telephone and oral instructions" applies to and includes the opening of additional accounts in your name and the payment or other transfer of account balances. We are under no obligation to execute any telephone and oral instructions to transfer funds to any account(s) other than your own without your written instructions.

You consent to, and expressly waive all rights to contest, the taping or other mechanical recording by or on behalf of the Bank (should it elect, in its discretion, to do so) of oral and telephone conversations constituting communications or purporting to affect an order or instruction. You agree that the Bank may, at any time in its discretion, require confirmation with respect to any telephone or oral instruction. The Bank shall be protected in acting upon any communications from you, whether written (and delivered by mail, facsimile transmission or other electronic transmission) or oral. In particular, when you request us to make a funds transfer, you must provide us with the correct account number of the intended funds, recipient and identifying number of any banks to which or through which the funds are to be transferred.

Payments are frequently made automatically by banks on the basis of such numbers without checking whether such numbers identify the intended beneficiary or bank. Thus, unless you properly supply such information, we cannot be responsible for the failure of the funds to reach the intended recipient. You assume, and agree to hold harmless and indemnify the Bank from, all risks involved in connection with communications to or from us hereunder, including, without limitation, risks arising or resulting, directly or indirectly, from delays or errors in transmission, in identifying or locating you or your agents or designees, in your failing to provide accurate and valid identifying numbers in your payment instructions to us, or in the translation or interpretation of terms and provisions, technological malfunctions of equipment and failure of mail, hand delivery or other media of communication, except risks directly resulting from the Bank's willful misconduct or gross negligence.

Without limitation to the foregoing, you shall satisfy any request the Bank may have for confirmation of an instruction (irrespective of the means of delivery or transmission) sent by you or on your behalf.

4.4. Internet Banking Specific Terms and Conditions

Itaú Corpbanca New York Branch ("ICNY") is a Federal branch of Itaú Corpbanca Chile. Only those parties with existing ICNY banking relationships limited to the respective account(s) may enter into the Service. By acknowledging these Terms and Conditions, you ("Customer") are entering into ICNY's online banking services (the "Service") and the data available therein (the "Data") in consideration of and subject to these Terms and Conditions. Customer's use of the Service may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing Customer's identity and acceptance of the electronic communications which are acceptable to ICNY, solely through, the use of RSA/VeriSign Token (hereinafter, Token). Token means a portable device used for authenticating a user of the Service. The Customer accepts that no transactions will be made in its account without the use of the Token by an authorized Supervisor or user. All electronic communications that meet these requirements will be deemed to be valid and authentic and Customer intends and agrees that those electronic communications will be given the same legal effect as written and signed paper communications. Customer agrees that electronic copies of communications

are valid and Customer will not contest the validity of the originals or copies, absent proof of altered data or tampering.

4.4.1. Usage limitations, obligations, and availability

Customer will not provide access to the Service to any other party. Specifically for corporate accounts, only Supervisors (as defined below) of the Customer are authorized to use a Token, and the Customer shall take appropriate measures in order to prevent the Token being used by any other party. Customer will provide at its own expense all necessary telephone lines, Internet connection and equipment needed to access the Service. Customer will maintain the confidentiality of Customer's assigned users names and passwords and be responsible for all fees, charges and transactions incurred under any user name that is created by Customer. ICNY is not responsible for the availability of the Service and the features of the Service and Data may be subject to interruption and delay due to causes beyond ICNY's reasonable control, including, but not limited to, normal maintenance, equipment failures, software defects, interruption of service or access, corruption or deletion of data, delay in operation or transmission, computer viruses or the failure of Customer to follow instructions. Customer will not alter or remove any copyright material or other proprietary notices or any disclaimers included with the Service or the Data. ICNY reserves the right to block access to the Service at any time to maintain or restore security to the Service and systems, as well as in situations in which ICNY reasonably believes a user ID or PIN have been or may be obtained or are being used or may be used by unauthorized persons or for unauthorized uses.

4.4.2. ICNY - online users

Customer has the ability to create one or more users and permit such individuals access to Customer's account(s) by using the "Internet Banking User Form". Customer is responsible for control and access that such users will have to Customer's account(s). Each user is bound by these Terms and Conditions. When authorized by Customer through the Service, corporate account users will have powers over the Customer's account accordingly with their classification as defined herein:

1. Administrator: Once the Administrator is appointed, this user will be responsible for maintaining the registry of persons who may act on behalf of the company in the Internet Banking system. Likewise, the Administrator will be in charge of designating Supervisors and Operators who will be responsible for managing all account activity. The Administrator will only have access to create and modify users, but will never have access to the accounts or transfers. The Administrator will not have access to the accounts. This category does not require a token.
2. Supervisor: This user will have access to the available information of the Customer's account and will be able to authorize transactions entered by the operator in the Service. Transfers in US dollars from the Customer account to an account of the Customer in Chile could be made by the Supervisor independently of the Operator. The exercise of the before mentioned powers shall include, without limitation, the authority to: (a) transfer funds, including funds or instruments payable solely to Customer and to pay amounts due to ICNY; (b) order the payment or transfer of funds through any designated account; (c) receive notices, confirmations, statements, demands and other communications concerning any account with ICNY. The Supervisor will be the only user authorized to use the Token. Itaú Corpbanca New York will provide at opening, free of charge, up to four tokens for Internet Banking use. Any additional tokens are subject to charges which are informed in the Fees and Commissions.
3. Operator: This user will have access to the available information of the Customer's account and will prepare the transactions that will be authorized by the Supervisor.

4.4.3. Authority of ICNY

Unless ICNY is otherwise notified in writing by Customer, Customer hereby authorizes ICNY to: (a) honor the orders and follow the instructions of any of the Supervisors without liability to ICNY, and without any obligation to give notice to third parties or to inquire whether such other parties consent; (b) deposit to the account, with or without endorsement (including, at their discretion, an endorsement supplied by ICNY) any instrument payable to Customer; (c) at ICNY's discretion, but without any obligation to do so, honor any payment order from a user even though it may create an overdraft in any account (and Customer is severally liable for repayment of overdrafts created by any user); (d) honor stop payments requests (including order that no further withdrawals be permitted from the account) from any user; and (e) treat any notice required or permitted to be given concerning the account as being given to all users.

4.4.4. Duty to follow instructions and verify

The Service enables Customer to supply all information required for requesting a fund transfer. Customer is urged to assure that all information complies with required formats necessary for processing. ICNY shall have no liability for any action taken or inaction taken, in good faith, in connection with any information whether ICNY processes the information in accordance with its understanding of Customer's intentions, or contacts Customer for further clarification, if ICNY in its sole judgment determines that an ambiguity or error exists regarding the information.

4.4.5. Liability of ICNY

Customer agrees that ICNY shall not be liable under any circumstances other than gross negligence or willful default for any losses, damages, liabilities or costs incurred by Customer or any third party as a result of (a) ICNY executing an instruction on behalf of a Supervisor, provided that each instruction is authorized under the terms of this document; (b) the improper execution, delayed execution or non-execution of any instruction because of unclear instructions, computer or mechanical failure, or circumstances beyond ICNY's control; (c) the act, or failure to act, or insolvency of any agent, intermediary or correspondent of the completion of any transaction hereunder; or (d) other acts or omissions of ICNY relating to these Terms and Conditions or transactions or loss, injury or damage, whether direct or consequential caused by or arising out of the installation, use or maintenance of the Service. Customer also acknowledges that ICNY may on a regular basis perform maintenance on the Service or ICNY's computer system, which may result in interrupted service or errors in the Service. ICNY will attempt to provide prior notice of such interruptions, if known in advance, but cannot guarantee that such notice will be provided and failure to provide such notice shall not result in liability to ICNY.

4.4.6. Term and termination

The Terms and Conditions shall remain in force until terminated by either party upon at least thirty (30) days prior written notice of termination to the other party. Also, ICNY may terminate online services with no advance notice if ICNY concludes, in its sole judgment that (a) there has been a security breach on the System as a result of unauthorized use of the System by Customer or otherwise; or (b) Customer's use of the Service violates any state or federal law or the rights of any third parties; or (c) ICNY believes that the System is being used in a manner that violates this agreement. The termination of the Agreement shall not affect any obligation, fees or charges Customer owes ICNY.

4.4.7. Indemnification, limitation of liability

Unless prohibited by law, Customer agrees to reimburse ICNY for any losses, damages, penalties, actions, judgments, lawsuits, liabilities, costs and expenses (including reasonable attorneys' or collection agency fees

and costs) that in any way relate to, arise from, or are connected with these Terms and Conditions, including, without limitation, items such as overdrafts, payments to third parties, the input of information to ICNY's website, any errors or loss of information that may be due to the failure of Customer's computer system or third party communications provider or otherwise in connection with any account or services provided to Customer. ICNY shall not be liable under any circumstances other than gross negligence or willful default for any loss to Customer, caused by an event that is beyond its control, including, but not limited to, government restrictions, natural disasters, wars, riots, strikes, acts of terrorism, Acts of God, computer failure, or the loss of power, communication or transportation facilities. Any hardware, software, peripheral equipment or accounts needed to access the Service are to be obtained and provided by Customer.

4.4.8. Disclaimer of warranties

Neither ICNY nor its head office, any of its affiliates, service providers, agents or representatives make any warranty or conditions whatsoever, express or implied, to customer regarding the service or the data, including, without limitation, any warranties or conditions of merchantability or fitness for a particular purpose, course of dealing, usage or trade.

5. Account Transactions

5.1. General rules for deposits, Cashed Items and Withdrawals

All items deposited in any account (except cash), are received by the Bank as your agent and are subject to collection. Any item not finally collected may be charged back to your account whether such item was cashed or deposited.

The Bank is authorized to accept for your account(s) all remittances of funds and/or deposits or other property from third parties, but is under no obligation to do so.

We reserve the right for any reason, which need not be disclosed, to refuse a deposit, limit the amount of a deposit, return all or any part of a deposit or close the account. Deposits whether by check or otherwise, for US Dollars, if acceptable, will be accepted for deposit subject to the law of the jurisdiction where the deposit is made, including, but not limited to, where applicable, Federal Reserve Board Regulation CC (Funds Availability Policy Section 6). Checks in non-U.S. currencies or checks drawn on banks outside the United States will be sent for collection and your account will be credited and withdrawals will be permitted only after the funds are collected from the other bank. You should be aware that, as to checks sent for collection, charges might be deducted by the bank on which the check is drawn and we will also deduct a collection fee from the proceeds of the check.

Should the Bank, in accordance with applicable law, elect to accept for deposit a check or other item made payable to a party other than you (such as a double endorsed check), you recognize that your account will be debited for the amount of the check and associated costs, in the event that a signature on the check or item is shown to the Bank's satisfaction to be unauthorized. Similarly, if you deposit a check that is returned for any reason, your account will be debited for the amount of the check and associated costs.

We reserve the right for any reason, which need not be disclosed, to refuse to send or receive a funds transfer. We are under no obligation to provide individual notices to you concerning the receipt of a funds transfer on your behalf or to the account other than the statements of account described herein. Whether or not we notify you that we have received a fund transfer on your behalf or to the account, and whether your account has been credited, withdrawals will only be permitted when funds are finally paid to us. We may, however, choose to permit other activities through the account before receiving such final payment, and in accordance with the terms described below each such payment or charge constitutes an extension of credit and does not signify any intent on our part to accept such funds transfer prior to the receipt of final payment. You recognize

that in case of transfers into your account, your account may be debited for the amount of a fund transfer, or any part thereof, in the event that the funds transfer is shown to the Bank's satisfaction to be unauthorized or otherwise issued because of a mistake on the part of the sender or if pursuant to any applicable funds transfer system, rule or regulation, the Bank is asked to relinquish such funds transfer or any part thereof or if settlement is delayed.

If we determine that we will not or cannot send a fund transfer you have requested, we shall endeavor to notify you.

All correspondents, agents or sub -agents used in executing a fund transfer you requested shall be your agents, and the Bank shall not be responsible for any acts or commissions by any of them. If a fund transfer request sets forth specific instructions concerning the manner of execution we shall endeavor to comply with them unless we determine in our sole discretion that the use of other means is reasonable under the circumstances.

Transactions with respect to fund transfers may be made during the part of the day that we are open for the receipt, processing and transmittal of funds transfers and cancellations and amendments thereto in accordance with any applicable cut off times. If an instruction is received after any such time, it may be treated as received at the commencement of the next applicable period. We are not required to follow communications or instructions received from you unless they are received at a time and in a manner affording us a reasonable opportunity to act.

You alone bear the risk of loss of drafts, checks and other items (and accompanying deposit slips) intended by you to be delivered to the Bank, and the Bank has no liability whatsoever for failure or lateness of any delivery, until actually received by the Bank at the branch where the account is maintained and then only as provided by law. The Bank's records shall determine the amount of any deposit. You are responsible for maintaining clear and legible photocopies of the front and back of all drafts, checks and other items delivered to the Bank for deposit or collection. In the event of any loss, damage or mutilation of any thereof, the Bank will, within the period of two (2) years after the date of any such draft, check or item and after receipt of a photocopy thereof, use its best efforts to obtain collection based on such photocopy.

You agree that any withdrawal by check will be made only by using the checks supplied to you by the Bank. If any of your checks are lost or stolen, then you will immediately notify the Bank. You agree not to issue a postdated check; a postdated check is a check, which is issued on a day that is earlier than the date appearing on the check. You agree that the Bank may, at its sole option, pay a postdated check on the day it is presented to the Bank as if it was dated on or before that day.

You agree to indemnify, defend and hold harmless the Bank from and against any and all claims, actions, lawsuits and other proceedings, and liabilities, losses, costs, damages, penalties and expenses of any kind and nature which are incurred or sustained by the Bank by reason of or in connection with any endorsement(s), printing or other marking(s) (for example, carbon bands, pre-printed information or a black-out area) on the back of a check at the time the check is issued by you or deposited by you to an account at the Bank, where the endorsement(s), printing or other marking(s) are placed in the area reserved by Regulation CC of the Federal Reserve Board (Funds Availability) for the endorsement of the first depository institution to which the check is transferred ("depository bank") and where the endorsement(s), printing or other marking(s) obscure the legibility of the depository bank's endorsement, thus interfering with the return of the check. You also will pay all reasonable attorney's fees and costs of collection.

5.2. Checkbook and Checks

When you open your demand account, you can order checks through us by using the Checkbook Request Form (Annex C of the Account Opening Application) once your account has balance. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. The cost varies depending on quantity you select and include postage and handling. We will automatically deduct the amount from your account balance after your order is processed. You are responsible for checking the accuracy of all information shown on your checks. If you find an error, please notify us immediately.

If you prefer you may choose to use an independent supplier for your printed checks. However, we may refuse to accept or process checks provided through an independent supplier unless we have approved those checks in advance. In addition, we may ignore any legal copy appearing of those checks (such as "Void after 60 days"). You are responsible for ensuring that magnetic ink character recognition (MICR) is properly encoded on those checks. We reserve the right to return any check that is not properly MICR-encoded and you agree that we will not be liable for any losses resulting from nonpayment of any such check. We also reserve the right to assess a fee to cover the cost associated with the manual processing of checks that have not been properly MICR-encoded.

5.3. Deposits

Location

You can make deposits:

- a. At Itaú Corpbanca New York Branch office during regular banking hours.
- b. At Itaú Corpbanca Chile offices processed through Check 21 Act.
- c. By mail: please note that no cash deposits are accepted by mail.

Your Deposits would be credited to your Account according to rules defined in Section 6. Please see the "Funds Availability"

Endorsements

To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check. Turn the check over and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late if your endorsement, a prior endorsement, or information you have printed on the back of the check obscure other endorsements. You guarantee the regularity of all endorsements and the authenticity of all signatures on all bills, checks and other agreements with, and instruments and documents presented to, the Bank. Without limitation, this guarantee shall survive the termination or close out of any or all of your accounts. You agree to reimburse to the Bank, at its first request, any sums you may have to pay with respect to the matters covered under the above guarantee and acknowledge the validity of such payments in advance.

Our right to refuse Deposits

We may at our discretion, refuse to accept funds for deposit to your account for any reason, including but not limited to:

- a.** Checks with multiple payees or endorsements, if we are unable to verify all signatures.
- b.** Checks which we have reason to doubt are collectible.
- c.** Double-endorsed government checks.

We will, to the extent practicable, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection processing is completed.

Returned Deposit

If you deposit a check that is returned to us unpaid, we will deduct the amount of the returned check from your account balance and return the check to you. Returned checks are subject to charge according to our Fees and Commissions (Annex E of the Account Opening Application)

5.4. Transfers

Funds Transfers

The following terms apply to domestic or international transfers of funds initiated at or through ICNY; include wire transfers. In addition to the information provided herein please refer to any funds transfer agreement you may receive when you initiate such request.

When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order.

In placing the order, you must select a financial institution (“beneficiary bank”) to receive it. You must instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number, you are acknowledging three things:

- a.** You know that the beneficiary bank may credit an account based on that account number.
- b.** The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer.
- c.** Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not ICNY’s.

International Transfers

For funds transferred to beneficiaries and beneficiary bank in other countries, we will normally convert the funds to the currency of the destination country, at the current ICNY currency conversion rate. If you want the funds sent in US Dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency.

The local bank may charge a fee for currency conversion. The actual amount that the beneficiary will receive may be reduced by charges imposed by the beneficiary bank, including charges for exchange of currency or by certain taxes.

An international transfer of funds into your account may be reduced by fees imposed by the sender bank or by any correspondent bank, including ICNY.

In addition, in the case of transfers into your account, which are sent in foreign currencies, we will convert the funds into U.S. Dollars at the ICNY current conversion rate. ICNY's conversions rate for both outgoing and incoming foreign funds transfers includes a commission for the conversion service.

Full Payment Service: USD Payments wired to a foreign bank outside of the US are made under our "Full Payment Service". This service guarantees that your payment should be received by the Beneficiary bank in full. "Full Payment Service" does not cover any fees that may be levied to the beneficiary by the beneficiary bank.

All "Full Payment Service" wires are subject to fees according to the Fees and Commissions.

With regard to Full Payment Service discrepancies, the Client has 30 days to inform Itaú Corpbanca New York regarding charges made by third parties different from those of the beneficiary bank. If informed in the allotted time, the bank will analyze the relevant information and reimburse applicable charges if applicable.

Security Procedures

When you place an order for a funds transfer, we will follow a security procedure established for your protection and ICNY's to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction. By placing a transfer order, you agree to ICNY's use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided that we have accepted the transfer order in accordance with our established security procedure.

As an exception of the Internet Banking System, we would accept written transfer instructions submitted via email (transferenciasny@itau.cl) duly executed by the account's authorized signatures. These instructions will only be accepted during periods when ICNY's Internet Banking System is experiencing technical difficulties.

Claims

You have the responsibility to let us know of any error, delay or other problem with your funds transfer within 30 days from the date you receive notification that we have transferred the funds. In the event of an error or delay with respect to your funds transfer caused by ICNY, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will ICNY be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by ICNY shall be at ICNY's Regular account rate.

If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

Delays or Non-Execution of Transfers

We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

Canceling or Changing a Transfer

If you decide to cancel or change your funds transfer order, you may do so only if we receive your written instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. ICNY and/or the beneficiary bank may impose a charge for canceling or changing funds transfer and for any required currency conversion. ICNY will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

Rejecting a Transfer Request

ICNY reserves the right to reject your order for funds transfer. We may reject the order if you have insufficient funds in your account. We may reject the order if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. Please refer to Withdrawal Refusals for more details and other refusal reasons.

Cut-Off Time for Executing Your Transfers Request

If your order for a funds transfer is received by us at or after our established cut-off hour of 4:00 pm Eastern Standard Time, your order will not be processed until the next Business Day.

Incoming Funds Transfer

Notice of incoming funds transfer to your account(s) will be deemed to have occurred when you received your periodic bank statement containing a credit to your account for the funds received. Also, you can call one of our representatives to determine if a transfer has been credited to your account or review your statement through the Internet Banking System.

5.5. Withdrawals

Where to Make a Withdrawal

At ICNY Office Branch premises, you can withdraw up to your available balance by cashing a check or making a withdrawal (refer to Section 5.6. Check Cashing for more details).

Writing a Check

You can write a check for any amount up to the available balance in your Demand Account by using one of the personalized checks you receive from us. Checks must be written in U.S. Dollars.

Paying your Checks

The decision to pay a check or return it unpaid is made at the time the check is presented to ICNY, or earlier if ICNY receives electronic notification that a check you wrote has been presented for deposit at another bank. ICNY's decision to pay or not to pay a check is based on funds available in your account and other factors (please refer to "Overdrawing Your Account" section). Our decision regarding payment of your checks is final when made and will not be affected by any subsequent deposit to your account.

Note: As checks you have written are presented to us for payment during the course of a Business Day, we will place a hold on available funds in your account for the amount of those checks resulting in a reduction in

your available account balance throughout that day. The held funds are applied against processing of those checks later that day.

Postdated Checks

Postdating a check does not guarantee that payment will be delayed. We reserve the right to pay any checks when it is presented for payment, regardless of the date you write on the check. If the postdated check is returned because there were insufficient funds in your account, you will be charged a fee according to the Fees and Commissions in effect.

Checks with Stale Dates

We have the right to pay a check even though the date on it is more than six months old. To make sure a stale dated check will not be paid, you should place a Stop Payment Order on it.

Stop Payments Orders

Any signer on the account can instruct us to stop payment on a check that has not been paid. Instructions must be received in writing either in original, by email to operationsny@itau.cl and customerservicenyc@itau.cl or by fax to +1 (212) 980 0163. We will charge a fee for each stop payment order according to the Fees and Commissions in effect. You will need to provide your account number, the check number and amount, and the date the check was written. If this information is not exactly correct, the stop payment may not be effective.

Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order.

If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

You cannot place a stop payment order on certified checks, official checks, or international checks, except when such checks have been lost, stolen, or destroyed. If such check is lost, stolen or destroyed within 90 days of the date the check was issued, you and the payee must sign a "Stop Payment Request Indemnity" form. You may also be required to purchase a surety bond of twice the amount of the instrument. After 90 days, a surety bond is not required, and the "Stop Payment Request and Indemnity" form can be signed by you or the payee.

Overdrawing Your Account

In the event the available balance in your account is insufficient to cover your day's transactions, we generally will use the following payment hierarchy:

- a.** We pay all electronics debits (on-line bill payments) first.
- b.** If available funds remain after processing these transactions, we pay your checks in order of smallest to largest dollar amount.

In the event of insufficient funds to pay your checks, we may return your checks and charge you a fee according to the Fees and Commissions in effect. At our sole discretion, we may create an overdraft by paying the check or permitting the transaction.

Either way, there will be a service charge. Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Withdrawal Refusal

In some instances, we may refuse a request for a withdrawal from an account. The following is a list of the most common but not the only reasons we refuse withdrawal:

- a. If the funds you wish to withdraw are not yet available (see the Funds Availability section).
- b. If there are insufficient funds in your account.
- c. If you use a type of check not acceptable to us.
- d. If the withdrawal you are requesting is of type that is limited by Federal Regulations, and you have already reached the applicable limit.
- e. If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal.
- f. If the funds in the account are pledged as collateral for a loan.
- g. If we have been ordered by a Court or other legal process not to permit the withdrawal.
- h. If you do not present us with appropriate identification or any other information that we may require.
- i. If we are aware of any dispute relating to the account.
- j. If we have some suspicion of fraud or irregularity.

5.6. Check Cashing

You can cash a check at ICNY Branch premises under the conditions stated in the paragraph above to the lesser of your available balance or US\$ 10,000. You will be requested to present a valid form of identification.

ICNY will submit the check to be cashed to internal security procedures and as a result of said procedures it will be determined if the check is cashed or not.

5.7. Charges and Other Expenses

You authorize the Bank to debit any account for any applicable service charges, fees, commissions and penalties normal to the Bank in its performance of any service and for any other amounts owed by the depositor to the Bank.

In addition, you agree to pay on demand all losses, costs and expenses (including without limitation fees and expenses of counsel), if any, incurred by the Bank in connection with or relating to your account, these Terms and Conditions and any related document, sustained as a result of (a) a default by you in the performance of your obligations or (b) any claim, notice or legal process served or made by a third party, whether legally enforceable or not, to or against or relating to any of your accounts with the Bank, including where the Bank elects to seek resolution of such claim by instituting legal action, such as an action of interpleaded, and including governmental or administrative investigations involving any of your accounts with the Bank. Where there is a joint account, each account holder agrees that for any identification set forth herein, each account holder will be jointly and severally liable. You authorize the Bank to debit any of your accounts for any losses, costs and expenses covered by this paragraph.

5.8. Bank's Liability

We will use due diligence in the selection of collection agents and correspondent banks ("correspondents"), but will not be liable for the solvency, neglect, misconduct, mistake or default of any such correspondent, failure to properly execute a funds transfer or for loss or destruction of an item in transit or in the possession of others. We or any correspondent may waive presentment, notice and protest on all items for which credit or value is given in whole or in part or which are received for deposit or collection and may send any item, directly or indirectly, to any bank, including the drawee or payer or to any non-bank payer.

We shall not be liable to you for incidental, consequential or indirect damages, nor shall we be liable for any failure, omission, delay, interruption or error in the performance of any duty arising under these Terms and Conditions, or otherwise, due to electronic, computer or mechanical failure, malfunctions, bank moratoriums or holidays, currency restrictions, trading suspensions, refusals by other institutions to act upon or accept instructions, acts of God, public enemy or superior governmental authority, war, strike, terrorism, civil commotion, insolvency or ordinary negligence of other banks or causes beyond our control. We shall have no responsibility or liability (either at the branch of deposit or at any other office regardless of where located, including the Bank's Head Office) to you for any reduction in the deposit or unavailability of funds due to restrictions imposed or actions taken by any government, central bank or other fiscal, monetary or other authority, de facto or de jure. You must also reimburse us for our costs and expenses, including legal fees, incurred in connection with any actions or claims asserted against us arising out of or related to the restrictions or actions described in the preceding sentence.

You shall keep your checks and all records and correspondence relating to your account(s) with us in a safe and secure place. If any of your checks are lost or stolen, you must promptly notify the Bank in writing of such loss or theft.

Subject to the foregoing, our sole liability and obligation with respect to any account or any agreement between us shall be to pay you (a) any credit balance in such account, after giving effect to the applications to, transfers from, reductions of and deductions from such account, permitted or required to be made by the Bank and (b) any net proceeds payable under the provisions of any such other agreement.

5.9. Bank's Indemnity

If the Bank believes, in its sole discretion, that any instruction which it agrees to accept might expose it to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, it may require security against loss satisfactory to it from you before following such instructions, including, but not limited to an agreement to indemnify and hold harmless the Bank or its affiliates, executives, directors, officers, shareholders and agents from and against any such claims, suits, losses, expenses, fines, interests, liabilities or damages.

5.10. Substitute Checks and Your Rights

The following information applies to those customers who receive a "substitute" check from us instead of the original check (such as those customers receiving original paid checks with their periodic account statements). Federal law allows banks to replace original checks with "substitute checks". A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." Under the law, a substitute check is the "legal equivalent" of the original check. In same way and for all purposes you would use the original check.

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to these transactions remain unchanged and are described in other sections of these Terms and Conditions. Please note these rights also do not apply to images of checks furnished to you or viewed through Internet Banking. In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check you have received from us is incorrectly posted to your account (for example, if your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the charge. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an

interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to US\$2,500 of your refund (plus interest if you have an interest-bearing account) within 10 Business Days after we receive a complete claim from you and the remainder of your refund not later than 45 calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

Filing a Claim

If you believe a substitute check you have received from us was improperly debited to your account, please call the Customer Service Center. You must contact us within 40 calendar days of the date we mailed or otherwise made available to you the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten Business Days from the day you first notified the bank of your claim. If you are not able to contact us by telephone, you may also write to us. In investigating your claim, we may request the following information from you:

- a. Description of how you suffered a loss; Amount of your loss;
- b. Explanation as to why original check is needed to determine validity of charge to your account; and
- c. A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

6. Funds Availability

This part of the Terms and Conditions defines the Funds Availability Policy (the "Policy") of ICNY describing when funds deposited in your account at the Bank will be made available. This Policy is construed in accordance with the requirements of the Expedited Funds Availability Act of the Federal Reserve Bank System in the United States.

The Bank's Policy is to make funds from your deposit quickly available to you according to a schedule that is based on where the bank on which the check is drawn is located (the "drawee"), where the deposit is made, and the type of account as set forth herein. Our Policy is to delay the availability of funds that you deposit in your account in accordance with statutory limits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

The checks' clearing process begins when you deposit a check to your account and is not completed until the drawee either honors or returns it to us unpaid. Checks may be returned because of insufficient funds, missing signatures, stop payments orders, and many other reasons.

6.1. Determining the Availability of a Deposit

The day of availability is counted in Business Days from the day your deposit is received by us in New York. If you make a deposit before 4:45 pm on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:45 pm or on a day we are not open, we will consider the deposit was made on the next banking day.

The length of the delay varies depending on the type of deposit as explained below.

6.2. Same-Day Availability

Funds from electronic direct deposits and funds transfers (wires) to your account will be available on the day we receive the deposit electronically at the Bank in New York.

6.3. Next-Day Availability

Funds from the following deposits are available on the first Business Day after the day we receive your deposit in New York:

- a. U.S. Treasury checks that are payable to you
- b. Wire transfers not given same day availability
- c. Checks drawn on Itaú Corpbanca.

If you make the deposit in person to one of our employees, at our offices in New York, funds from the following deposits are also available on the first Business Day after the day we receive your deposit in New York:

- a. Cash
- b. United States local and state government checks that are payable to you.
- c. Cashier's checks, certified checks, travelers checks and teller's checks that are payable to you.
- d. United States Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if those items are payable to you.

If you do not make your deposit in person to one of our employees, at our offices in New York, (for example, if you mail the deposit), funds from these deposits will be available on the second Business Day after the day we receive your deposit in New York.

6.4. Other Check Deposits Availability

Our Policy is to make funds from checks available as follows:

The first US\$200 from deposits of checks will be available on the first Business Day after the day we receive your deposit in New York. The remaining funds will be available on the second after Business Day the day of your deposit. For example, if you deposit a check of US\$700 on a Monday, the first US\$200 of the deposit is available on Tuesday, while the remaining US\$500 will be available on Wednesday.

6.5. Longer Delays May Apply

In some cases, funds may not be available until the second after Business Day the day of your deposit. The first US\$200 of your deposits, however, may be available on the first Business Day.

If we are not going to make all of the funds from your deposit available at the ordinary time, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- a. We believe a check you deposit will not be paid
- b. You deposit checks totaling more than US\$5,000 on any one day
- c. You redeposit a check that has been returned unpaid
- d. You have overdrawn your account repeatedly in the past six months

e. There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. This policy applies to all accounts.

Foreign Checks

Checks drawn on financial institutions located outside the U.S., Puerto Rico, or the U.S. Virgin Islands (“foreign checks”) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed due to the time it takes us to collect the funds from the financial institution upon which it is drawn.

6.6. Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your account is open, at our discretion:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit in New York.

Funds from deposits of cash, wire transfers, and the first US\$5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s and United States federal, state and local government checks, will be available on the first Business Day after the day of your deposit if the deposit meets the following conditions: the checks must be payable to you and the deposits made in person to one of our employees at our offices in New York. The excess over US\$5,000 will be available on the fifth Business Day after the day of your deposit.

If your deposit of any of these checks (other than a U.S. Treasury check) is not made in person to one of our employees at our offices in New York, the first US\$5,000 will not be available until the second Business Day after the day we receive your deposit in New York.

Funds from all other check deposits will be available no later than the ninth Business Day after the day we receive your deposit in New York.

6.7. Policy Changes

If we decide to change our Funds Availability Policy, you will be notified at least 30 days prior to the effective date of any change. However, if the change further expedites the availability of funds, you may be notified within 30 days after the change in policy is implemented.

6.8. Obligation to Pay the Bank

The Bank’s Funds Availability Policy related to checks that you deposit, described herein, will not affect nor restrict your obligation to repay us for any check that you deposit that is not paid to us in full. We keep the right to charge back your account or obtain reimbursement for any check that is not paid for any reason.

7. Enforcement of Obligations

In the event that (a) you fail to pay or perform any obligation to the Bank when due or immediately upon the Bank’s demand therefore, (b) you, if a natural person, become or are declared incompetent or die, (c) you, if a corporation or partnership, liquidate or dissolve, voluntarily or involuntarily, (d) you become insolvent

or a petition in bankruptcy is filed by or against you or a receiver is appointed for all or part of your assets or properties, (e) an attachment or restraining order is levied against one or more of your accounts, (f) any collateral deposited or delivered by you to, or which is otherwise in possession of, the Bank to secure your obligations is deemed by the Bank, in its sole discretion, to be inadequate or (g) any of the accounts are closed, then all of your obligations to the Bank, including without limitation, obligations relating to securities and foreign currency transactions, may be declared to be and shall become immediately due and payable to the Bank. You expressly waive demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notice, filing of suit and diligence in collecting any obligations or enforcing any other remedy with respect thereto. The Bank shall not be required first to make demand upon, commence suit against, any joint account holder, endorser or guarantor or pursue or exhaust its other remedies against you or against any item of collateral or other property of yours before making demand upon, commencing suit against or pursuing its other remedies against any other item of collateral or other property of yours, or in order otherwise to enforce payment to the Bank of any obligations. No such demand, commencement of suit or other action by the Bank shall be deemed or construed to be its election of remedies. The rights and remedies of the Bank under these Terms and Conditions contemplated hereby shall be cumulative and not exclusive and may be exercised by the Bank from time to time and as often as the Bank determines in its discretion to be necessary.

Lien and setoff

You hereby give to Itaú Corpbanca New York Branch and each other branch of the Bank a lien, security interest and right of setoff against (a) the balance in any and all of your account(s) from time to time at the New York Branch of Itaú Corpbanca and each other branch of the Bank, (b) all instruments, notes, documents, securities, money or property now or hereafter held by or in any account for you with Itaú Corpbanca, in order to secure any and all of your present or future obligations for the payment of money to the New York Branch of Itaú Corpbanca and each other branch of the Bank, whether matured or unmatured, and such lien, security interest and right of setoff may be exercised by Itaú Corpbanca on behalf of each other branch of the Bank at any time, and this shall be binding upon your successors, assigns, executors, trustees as may be applicable.

This lien, security interest and right of setoff is in addition to any lien, security interest and/or right of setoff under applicable law. For purposes of the Uniform Commercial Code of New York State, Itaú Corpbanca New York Branch is considered to have "control" of such assets. The New York Branch is authorized to convert assets into assets of any other currency in order for Itaú Corpbanca New York Branch to exercise its rights hereunder.

8. Collateral and Security Agreement

As security for the full and timely payment of all your obligations to the Bank, including any affiliate of the Bank, whether now existing or hereafter arising under these Terms and Conditions or any other agreement between us, you hereby assign and pledge to the Bank, and, where applicable, grant the Bank a security interest in all foreign currencies and securities held (whether in safekeeping or otherwise) by the Bank or any affiliate for your account, all deposits (general or special) and credits in any account of yours with the Bank or any branch or affiliate, credits with, and claims of yours against the Bank or any branch or affiliate (including without limitation rights under wholly or partially performed contracts providing for transactions in, or open positions with respect to, foreign currencies) and any securities or other property of yours, and the proceeds thereof, now or hereafter held or received by or in transit to the Bank or any affiliate from or for your account, whether for safekeeping, custody, pledge, transmission, collection or otherwise.

You agree that in the event of default on any of your obligations to the Bank, we are authorized to close out and terminate any wholly or partially unperformed contracts providing for transactions in foreign currencies; additionally, the Bank may cover any short position or liquidate any long positions of yours with us or any of our affiliates in any kind of property through purchases and sales of the same kind of property on the open market or any exchange or contract market and have and use, with respect to foreign currencies or other

goods subject to such contracts, all of the remedies available under the Uniform Commercial Code for an unpaid seller or any unpaid person in the position of a seller of goods that have been not delivered, including without limitation the rights of stoppage of delivery, to recover incidental damages and at any time to sell, resell, assign and deliver (without demand of performance, advertisement, notice of intention to sell, notice of time or place of sale, notice to redeem or any other notice whatsoever, all of which you hereby expressly waive) all or any portion of the foreign currencies or other property subject to such contracts, in one or more parcels, at the same or different times and all right, title, interest, claim and demand therein and right of redemption thereof, at one or more public or private sales, at such prices as the Bank or any of its affiliates shall deem best, for cash or upon credit or for future delivery, and in connection therewith to grant options and to purchase all or any portion of the foreign currencies or other goods subject to such contracts sold at any such sale.

The Bank is hereby irrevocably authorized at any time and from time to time, without notice to you to set-off appropriate and apply, and/or to block or withhold, any or all of the foregoing items, deposits (general or special) and accounts, including the obligations of the Bank or any of its affiliates to deliver foreign currency or other property, at any time owing by the Bank or any of its affiliates or for your credit or account against any or all obligations of yours to us or any of our affiliates, whether under these Terms and Conditions or otherwise (including as guarantor) whether matured or immature and whether now existing or hereafter arising, in addition to any other rights and remedies the Bank, or its affiliates has under any applicable law. Any such obligation now or hereafter owing to the Bank by you, either individually or jointly, may be charged to any deposit account in you name alone or in your name and that of another or others, so that if one joint account holder owes the Bank a debt that is due, the Bank can use all the funds in the joint account to satisfy that debt.

You agree to join with the Bank from time to time in executing one or more financing statements in form satisfactory to the Bank pursuant to the Uniform Commercial Code in effect and to pay the costs of filing of such statements, in such jurisdictions as the Bank deems necessary or desirable, and to execute such other instruments in form suitable for recording or filing as the Bank may reasonably require. You hereby authorize the Bank to execute any such financing statements in your name and on your behalf and to file all such financing statements, or carbon, photographic, or other reproduction thereof, in all such jurisdictions.

9. Bank's Rights of Waiver

The Bank may, without prejudice to it in any other respect, waive any of these Terms and Conditions in any specific instance, but any such waiver shall apply to such instance only.

10. Severability of Terms

If any provision contained in these Terms and Conditions is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

11. Tax Information

11.1. Introduction

When you open an account at ICNY, you will be asked to present and certify your Tax Identification Number (TIN); or if you are a nonresident alien, you will be asked to certify your foreign status. You can certify your status on the Internal Revenue Service (IRS) Form W-9 (Request for Taxpayer Identification Number and Certification), or on the appropriate IRS Form W-8 BEN. See the information set forth below for specific information relating to nonresident alien certification.

All section references in this document are to the Internal Revenue Code of 1986, as amended.

11.2. Interest Withholding and Reporting

Interest Withholding

Banks are required by law to withhold a certain percentage of the annualized interest of US\$10.00 or more paid on any account:

a. When the account owner has failed to provide and certify a TIN (for individuals, a Social Security Number or for businesses and all other entities, an Employer Identification Number).

b. Upon written notification from the IRS requiring the bank to withhold.

If you are a nonresident alien who does no business in the United States, you are exempt from withholding if you have a current certification form "Nonresident Alien Certification" on file with us.

Interest Reporting

If you have an interest-bearing account that earns US\$10.00 or more in interest during a calendar year, we are required by law to report the amount to the IRS. In the case of a TD paying interest at maturity, this information will be reported only in the year of maturity. In January, we will mail you a tax statement reflecting the total amount of interest credited during the previous year, any amount withheld, and any early withdrawal fees assessed. Certified nonresident aliens will not receive this form.

11.3. FATCA – Foreign Account Tax Compliance Act

Restore Employment Act of 2010, P. L. 111-147 (the HIRE Act), which added chapter 4 of Subtitle A (chapter 4) to the Code, consisting of sections 1471 through 1474 of the Code and commonly referred to as "FATCA" or "chapter 4". Under chapter 4, participating foreign financial institutions (FFIs) and certain registered-deemed compliant FFIs are generally required to identify their U.S. account holders, regardless of whether a payment subject to withholding is made to the account. The IRS has published regulations that provide due diligence, withholding, and reporting rules for both U.S. withholding agents and FFIs under chapter 4. Form W8BEN, along with Form W-8ECI, W-8EXP, and W-8IMY, has been updated to reflect the documentation requirements of FATCA. Form W-8BEN is now used exclusively by individuals. Entities documenting their foreign status, chapter 4 status, or making a claim of treaty benefits (if applicable) should use Form W-8BEN-E. Individual account holders (both U.S. and foreign) that do not document their status may be deemed recalcitrant and, in some cases, subject to 30% withholding on certain payments. Foreign individuals can avoid being classified as recalcitrant account holders by using Form W-8BEN to document their foreign status. Foreign individuals should use Form W-8BEN to document their foreign status and claim any applicable treaty benefits for chapter 3 purposes (including a foreign individual that is the single member of an entity that is disregarded for U.S. tax purposes).

You may be required to re-certify for us that you are in conformance with FATCA if the information regarding your residence (such as your address, phone number, tax status, or other information) changes and we believe we have "reason to know" that the information may have a US-tax implication. Failure to provide confirmation of this re-certification may subject your account to withholding, even if there was no actual change in your tax status.

November 2018