

Between _____ of legal age, residing in the city of _____ bearer(s) of identity card(s) or passport (s) No. (s) _____ hereinafter, and only for purposes of this contract entitled (s) "THE DEPOSITOR" on the one hand, and on the other hand, CONTINENTAL BANK CORP., residing in the city of Bridgetown, Barbados, hereinafter and for the same purpose called "THE BANK" has made the contract contained in the following clauses:

FIRST: The parties agree that this Agreement shall govern during its term, all deposits, withdrawals, credits and debits of any kind made by "THE DEPOSITOR" or by "THE BANK."

SECOND: Pursuant to the provisions of the Central Bank of Barbados, residing in the city of Bridgetown, Barbados, all natural and legal persons except those who reside or are domiciled in Barbados and those government institutions that are subsidized by the government of the Republic of Venezuela may open and maintain checking accounts or other accounts.

THIRD: Natural or juridical persons whose principal residence or economic activity is in the United States of America may not open accounts. "THE DEPOSITOR" recognizes that all operations related to the account in U.S.\$ that he/she maintains with "THE BANK" are subject to the laws of Barbados applicable to them, and that all activities conducted through that account must comply with the provisions of the laws of such jurisdiction. Also, in connection with the use of the account, he/she agrees that it remains subject to the scrutiny and authority of state agencies pertaining to such jurisdiction, not being applicable any other Law of bank confidentiality or privacy of jurisdictions outside of Barbados. He/she further agree that CONTINENTAL BANK CORP. shall maintain a series of internal measures, such as identification of source and destination of transfers, to ensure that the account is not used in illegal activities and undertakes to provide to the bank any information that it may request in connection with the use of the account. "THE DEPOSITOR" expressly agrees that his/her account may be subject to inspection by the Venezuelan financial authorities, if there is justified cause to judgment of those authorities, within the limitations imposed by the Central Bank of Barbados FOURTH: "THE BANK" unilaterally reserves to determine the minimum amount for the initial deposit or opening. The mobilization of the checking accounts or other accounts will be made in currency represented in dollars of the United States of America.

FIFTH: When "THE DEPOSITOR" makes a time deposit, "THE DEPOSITOR" agrees to maintain the funds deposited with "THE BANK" until the date of expiry of that term. At least (5) bank business days in the United States of America prior to such expiration "THE DEPOSITOR" must specify by letter the instructions on the withdrawal of money or the renewal of the time deposit. In case of omission of the letter, the deposit will be automatically renewed for a period equal to that one that expires.

SIXTH: "THE BANK" shall pay interest on daily positive balances in the account of "THE DEPOSITOR" at a rate established for amounts greater than those established by "THE BANK" for the respective period. The rate shall be as "THE BANK" determines from time to time. The interests will be calculated and settled monthly or at maturity of the instrument at fixed term.

SEVEN: "THE DEPOSITOR" states that copies of signatures that appear on the card(s) of signature(s) submitted to "THE BANK" for any account are the genuine signatures of the indicated persons. The person whose signature appears on the signature card for an account is authorized to sign and run the account on his/her own, unless otherwise specified in the signature card, whether or not that person is a depositor of the account. "THE BANK" is authorized, without limitation, to recognize the signature of any person whose signature appears on the signature card (authorized signatory) in connection with any payment, transfer or withdrawal of funds or the transaction of any business respect to such account, including without limitation, any change in ownership of the account or changes of authorized signatures.

EIGHTH: "THE DEPOSITOR" authorizes "THE BANK" to charge to your account, a "commission" for "Minimum Balance" in account, established by "THE BANK". Both the "Commission" as well as the "Minimum Balance" shall be determined periodically by "THE BANK".

NINTH: "THE BANK" may refuse any deposit, limit the total amount of the balance deposited, return all or part of any deposit or cancel the checking account at any time. As soon as "THE BANK" decides to limit the deposit or cancel the account, interest will be generated in favor of "THE DEPOSITOR" and the excess or the balance of the deposit will be made payable to "THE DEPOSITOR" in "THE BANK". In its sole discretion "THE BANK" may accept for deposit checks, transfers or any other credit instrument. "THE BANK" assumes no responsibility for the payment of such checks, wire transfers or credit instruments as they are received subject to final collection (pro solvendo).

TENTH: "THE DEPOSITOR" authorizes "THE BANK" to debit in your checking account, or any other account you might have in the bank, returned check fees, charges for the issuance of check books, transfer fees, debit balances interests at the rate set by "BANK" or any other amount established by the Correspondent Bank or by "THE BANK" for providing such services.

ELEVENTH: If defaults are proven (of legal or contractual obligations), for any reason attributable to the "THE BANK", compensation for damages shall not exceed the sum of five thousand dollars (\$ 5,000.00) nor the amount of unduly unpaid checks, if this amount is less than that amount.

TWELFTH: "THE BANK" may at its sole option and discretion, accept any commercial paper endorsed for deposit into an account and such endorsements may be made by hand, typewritten, printed, written or otherwise, and any endorsement will be considered genuine in all respects and guarantees about the entry. Payment of a commercial paper may be refused, at the sole option and discretion of "THE BANK", if it has been endorsed or signed in pencil, if it has been inadequately prepared, if illegible or if the commercial paper has a double endorsement.

THIRTEENTH: "THE BANK" Is obliged to make available to "THE DEPOSITOR" in its offices, within fifteen working days following the close of each month, a statement of account. "THE DEPOSITOR" on its part is obliged to provide its agreement or disagreement to "THE BANK" on the statement of his/her account, within twenty working days after the closing date of the month. The silence of "THE DEPOSITOR" in this regard will be affirmative or in agreement and his/her debit or credit balances shall be final on the date of the statement of account.

FOURTEENTH: If "THE BANK" decides to grant checkbooks to "THE DEPOSITOR" the care of his/her checkbook will be the sole responsibility of "THE DEPOSITOR". Therefore "THE BANK" does not assume any liability for misplacement, theft or loss, for whatever reason, of one or more checks, its use by others, forgery or alterations.

FIFTEENTH: Without limiting the generality of other provisions of this contract or any other agreements between "THE BANK" and "THE DEPOSITOR", "THE BANK" shall not be liable to "THE DEPOSITOR", of any fault, omission, delay, interruption or failure in performing any of the terms, covenants and conditions of this contract or otherwise, due to causes beyond the control of "THE BANK", including, without limitation, bank holidays and public holidays, foreign exchange restrictions, trading suspensions, acts of God, public enemy or superior governmental authorities, war, civil commotion, legal coercion, ordinary negligence insolvency of other financial institutions or natural disasters.

SIXTEENTH: This Agreement shall be automatically terminated at any time and the account closed: (a) for the issue, during the contract period of three (3) checks without sufficient funds to cover them, when "THE BANK" has given checkbooks "THE DEPOSITOR"; (b) if, during three (3) calendar consecutive months, "THE DEPOSITOR" has no provision (funds) in the account for any cause; (c) if for more than three (3) calendar months the account remains without movement and with a balance of less than Two Hundred Fifty American Dollars (U.S. \$ 250.00); (d) it may also be closed by written notification made by either party to the other, with fifteen (15) calendar days in advance, at least, to the closing date. It shall also terminate the account, in the other cases established by the law, for which purpose he/she shall be notified in writing and legally proven to "THE BANK", by the interested parties, the cause of termination of the case.

SEVENTEENTH: If the account was run by several persons holding, either jointly or separately, the death of one, either party, duly notified and legally proven "THE BANK" shall cause, from that moment the automatic blocking of the account, with the effects which are next established. "THE BANK" shall not be liable for transactions, payments or deposits made prior to or after such notifications.

EIGHTEENTH: "THE DEPOSITOR" irrevocably authorizes "THE BANK" to charge and/or to debit, without prior notice, to any account, certificates of deposit or any funds kept with "THE BANK", the amounts owed to "THE BANK" for any reason by "THE DEPOSITOR", as a debtor or as a guarantor, including but not limited to principal, interest, fees, etc. In case "THE DEPOSITOR" does not have enough funds in any account or financial instrument kept with "THE BANK" or in the event "THE DEPOSITOR" breaches any obligation in favor of "THE BANK", as a debtor or as a guarantor, "THE BANK" will proceed to execute any guaranty granted in its favor.

NINETEENTH: This Agreement shall remain in effect until either party states his/her intention to end it, and from that time, the termination shall be effective immediately for both parties. Upon termination of the contract, the outstanding balances that may exist in favor of either party are due immediately.

TWENTIETH: For all purposes of this contract, its derivatives and its consequences, it chooses as special domicile the city of Bridgetown, Barbados to the jurisdiction of whose courts the parties declare to submit themselves, without prejudice to "THE BANK" of being able to resort to others in accordance with the Law.

Bridgetown, on the ____ day of the month of _____ of 20__

BY: THE CLIENT

BY: CONTINENTAL BANK CORP.
