

SECURITY AGREEMENT WITH US FOR YOUR CONSUMER MASTER CARD SECURED ACCOUNT

1. This is the "Security Agreement" referred to on the Application. "Bank" means Davivienda S.A., International Bank Branch and its successors and assigns. "You," "your" and "yours" refer to each person signing and/or submitting the Application, with each of you being referred to as a "Cardholder". You are furnishing, and granting the Bank a security interest in the Time Deposit Account at Davivienda S.A., International Bank Branch or one of its affiliates. "Time Deposit Account" or "Collateral Account" means the time deposit account opened pursuant to the Application, as well as additions to, substitutions, extensions or renewals thereof, which you have, by signing and/or submitting the Application, granted to the Bank to secure the Debt (as defined below). "Secured Card Account" means the secured credit card Account to be established by the Bank upon receipt of the Application. "Debt" means all obligations to the Bank, including any continuing guaranty arising from the Secured Card Account, as well as each extension, refinance or renewal of such obligations, and any expenses that the Bank incurs in enforcing your obligations under this Security Agreement, including fees for independent and/or in-house counsel, where allowed by law. No portion of the Time Deposit Account will be available to you or may be used to secure other loans.
2. The Bank may make settlements or compromises on the Time Deposit Account; transfer the Time Deposit Account to the Bank's own name; or exercise ownership rights on the Time Deposit Account. You waive any right to require the Bank to proceed against any Cardholder or any other person, proceed against or exhaust any security held under this Security Agreement or pursue any other remedy in the Bank's power. The Bank may, without prior notice, and from time to time: (a) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (b) take and hold security (other than the Collateral Account) for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (c) release or substitute any Cardholder, guarantor, or endorser of the Debt; and (d) increase or lower the credit limit on your Secured Card Account, and no such action shall change the fact that the Time Deposit Account at all times will be held by the Bank as security for the Debt.
3. The Bank may, without prior notice, declare you in default of the Debt if: (a) you fail to meet the conditions, to perform any obligation, or to make any payment under this Security Agreement or any other agreement that you make relating to the Debt; (b) you withdraw or transfer from the Time Deposit Account any funds pledged under this Security Agreement; (c) you have given the Bank false or misleading information or misrepresentations; (d) any Cardholder dies; (e) any governmental authority takes action which the Bank believes adversely affects your financial condition or ability to repay the Debt; (f) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (g) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors. If you default, the Bank may declare all of the Debt immediately due and payable. The Bank may also exercise all the rights of an owner of the Time Deposit Account.
4. Upon any default, Bank is authorized to act as owner of the Time Deposit Account and to apply all or any portion to: (a) the Bank's costs in enforcing its rights hereunder; (b) the interest and fees relating to the Debt; and (c) the principal of the Debt. Bank is irrevocably appointed as attorney-in-fact to execute any instruments required to satisfy Debt. This Security Agreement is governed by the laws of the state in which the Bank and Time Deposit Account are located. Bank rights stated in this Security Agreement are in addition to any others it has under the law. If there is a conflict regarding the security interest between this Security Agreement and any other agreement, this Security Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect Bank security interest. If Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against Bank. Bank can exercise its rights against Time Deposit Account even if you are no longer liable on Debt because of a statute of limitations or because of other reasons. Until Debt is fully repaid, and you have no further obligations under this Security Agreement, you will subordinate in favor of Bank any right of subrogation and any right to enforce a remedy Bank now has or may later have.
5. After receipt of payments on the Secured Card Account, the Bank may withhold the release of available credit equal to the amount of the payment for a period of time to ensure that sufficient funds are available.

