

The following terms and conditions (hereinafter called the "Document") shall apply to all accounts open by the Customer with Venezolano de Crédito, S.A. Banco Universal Cayman Branch (hereinafter called the "Bank"):

1. In this Document unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to any particular gender shall include any other gender.
2. In carrying out all orders and instructions of the Customer and all arrangements between the Bank and the Customer, the Bank will act according to the regulations, stipulations and usage prevailing at the time and location of performance. The place of performance shall be George Town, Grand Cayman, Cayman Islands, or such other place that the Bank nominates.
3. In all dealings with the Bank, the Customer shall use the forms and documents adopted or approved by the Bank for these purposes. The Customer shall ensure that on all instruments requiring a date, the month is written in words only. The bank shall verify the Customer's signature, or an authorised signatory on the Account, by comparing the signature with the signature on the Customer's file. The Bank shall be entitled, but not required, to go beyond such verification. The Customer is responsible for notifying the Bank in writing if a form is unlawfully used, forged, counterfeited or falsely drawn up. If the Customer fails to report the irregularity and the Bank executes instructions pursuant to a forgery or an irregular form, the Customer and the Account shall bear all risk and consequences.
4. The Customer hereby agrees to pay the service charges and fees relating to the operation of the Account (and any related services), as published on the Bank's website (located at www.venezolano.com) (the "Fee Schedule"). The Bank hereby reserves the right to update the Fee Schedule in its sole discretion and the Customer hereby agrees that any such updated Fee Schedule will become effective and will apply to the Customer and the Account with at least one week following the date upon which the updated Fee Schedule is published on the Bank's website without further notification to the Customer.
5. If there is more than one undersigned on the Account(s), then the Bank will consider the Account (s) to be joint and:
 - (a) Notwithstanding any agreement to the contrary, the Bank shall in the event of the death of one or more of those Customers, regard the surviving signatory or signatories as being entitled to any credit on the account solely or jointly as the case may be.
 - (b) The Bank is authorised to act on the signature of the Customer hereto. The Bank is authorised to act as set forth in the Application for Products and Services form.
 - (c) The Customer hereby agrees that any liability whatsoever incurred by them to the Bank be joint and several.
6. In the event the Account has been opened in the name of two or more persons, each person named shall be bound by all transactions that one or more of them have with the Bank in respect of the Account, and each of them shall be jointly and severally liable to the Bank, unless and in so far as they have specifically agreed otherwise with the Bank in writing.
7. If the Customer is a company, prior to the execution hereof, the company shall provide the Bank with a resolution passed in general meeting of the Board of Directors of the company, or any proceeding as described in its Bylaws, authorising the company to open the Account with the Bank.
8. The Bank is duly authorised to receive for deposit to the credit of the Account any and all checks, drafts, notes and other orders for the payment of money, all of them on a collection basis, whether or not endorsed by the undersigned, which may be submitted to the Bank.
9. The bank is duly authorised to pay, certify, apply or otherwise honor and charge to the Account without inquiry and without regard to the application of the proceeds thereof, checks, bills of exchange, drafts, promissory notes or orders of payment, transfer or withdrawal of money for whatever purpose and to receive any and all stop payment instructions and reconciliation of the Accounts, all of them accepted or made by the undersigned, except when such payment may cause the Account to be overdrawn or overdraft.
10. The Bank, upon request of the Customer, will purchase Time Deposits for the period specified in the written or oral request of the Customer at the interest rate then offered by the Bank. The Bank at its own discretion may continue to act upon any request or instructions received from the undersigned until they are counter demanded in writing. The Customer recognized that there are inherent risks associated with oral request or instructions, and the undersigned hereby assumes all risks and all losses occasioned by such misunderstanding.
11. The Bank is duly authorised to renew all Time Deposit in the same terms and conditions upon which they were previously held, unless it has received written instructions from the Customer to the contrary, at least three (3) working days prior to the maturity of such Time Deposit, or (if applicable) Bank's terms and conditions in effect by the time of the renewal. Upon maturity and non-renewal of any Time Deposit, the Bank undertakes to credit principal plus interest to the Customer Account until further instructions are given to the Bank in writing.
12. The Customer hereby indemnifies and holds harmless the Bank, and any of its officers, directors, employees and agents, for any loss or liability occasioned to the Bank, the Customer or any third party, as a result of the Bank acting in accordance with this Document and the Customer's instructions.
13. The Customer hereby indemnifies the Bank for all costs, charges, expenses and disbursements incurred by the bank, its lawyers, servants or agents in connection with the operation of the Account, including all costs and expenses incurred by the Bank in connection with the protection and enforcement from time to time of the Bank's rights under this Document, occasioned by any breach of any stipulation, term, condition, warranty, undertaking or representation of the Customer under this Document, and of all costs to the Bank as a result of its enforcement of this Document with the Customer.
14. In the event that any bank, or other financial institutions at which the Bank maintains accounts or other deposits blocks, freezes, segregates or is ordered or forced to dispose of all or part of the account balances or assets of the Bank, for any reason whatever or as a consequence of a dispute between the Customer and any third party, the Bank is entitled to similarly block, freeze, segregate or dispose of deposits or assets in the Customer's Account and to apply such deposits or assets to recover the amounts owed to the Bank by the other bank or financial institution in connection with such disposal. All liability and expenses associated with such legal action as described above against such deposits, accounts or assets of the Bank with any other bank or other financial institution shall be borne by the Customer.
15. The Bank shall have the right of set off, in addition to any general lien or similar right to which the Bank may be entitled by law and at any time and without notice to the Customer, to combine or consolidate all or any of the Customer's accounts, regardless of the currencies

- in which they may be carried and without regard to maturity, with any liabilities of the Customer to the Bank and to set off or transfer any sum or sums standing to the credit of any one or more Accounts in or towards satisfaction of any of the Customer's liabilities to the Bank or any account or accounts in any other respect and without limiting the generality of the foregoing, whether such liabilities be actual or contingent, primary or collateral or several or joint.
16. To the fullest extent permitted by law, the Bank shall have the right to sell or otherwise dispose of the Customer's assets and accounts in settlement of the Customer's liability or indebtedness to the Bank and without limiting the generality of the foregoing, whether such liabilities be actual or contingent, primary or collateral several or joint. The Bank may effect settlement by purchasing or selling securities, coupons, foreign exchange, merchandise, proceeds of draft, moneys, and other values owned by the Customer or held to the Account of the Customer, without regard to whether the Customer's liability of indebtedness to the Bank is on condition or on terms of time, or current account or otherwise. The Bank may sell or purchase all or part of these values at its option and at the rate of exchange or quotation of the day of settlement. Once the Bank has exercised such option, it shall subject as permitted by law notify the Customer as soon as it is reasonably able to do so.
 17. The Bank is requested and authorised, but is not required, to rely solely upon and act in accordance with any notice, demand or other communication which may be given by telephone (voice or text messages), email, swift, facsimile, postal service, the Bank web access online banking facilities, or purport to be so given (hereafter referred to as "Communication") by the Customer or from an authorised agent, without further enquiry on the Bank's part as to the authority or identity of the person making or purporting to make such Communication and regardless of the circumstances prevailing at such time. The Customer undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with the Bank acting on the instructions contained in such Communication, provided only that the Bank acts in good faith,
 18. It is agreed that the Bank has absolute discretion to determine the means of communication to be used when carrying out the Customer's instructions unless the Customer's instructions stipulate a specific means of communication. The Customer hereby indemnifies the Bank and holds the Bank harmless for any loss which might be occasioned to the Bank or to any third party by the Bank acting on these instructions PROVIDED THAT the Customer shall not be liable for any loss occasioned by the Bank's fraud or willful misconduct. The Bank will not be liable to the Customer or any third party for any loss occasioned to the Customer or any third party as result of any misunderstanding, mutilation, delay, or faulty transmission of instructions and Communications as a result of the use of telephone (voice or text messages), email, swift, facsimile, postal service, the Bank online banking facilities or any other means of communication between the Customer and the Bank or between the Bank and third parties, concerning relations and instructions of the Customer and the Customer hereby indemnifies the Bank for any such loss. All dispatches and shipments to the Bank from the Customer or from the Bank to the Customer. When dispatching moneys or securities, the Bank may insure them at the Customer's expenses. Without limiting the generality of the foregoing, the Bank reserves the right to withhold action on any instructions or orders of the Customer that it deems unclear until it has confirmed or clarified the Customer's instructions to its satisfaction.
 19. The Bank shall provide online banking services to the Customer, that includes, but is not limited to, access to balance and transaction reporting, statements, card, transfer (internal and international), forex transactions, payroll, customer request, and any other function that may be provided by the Bank. All Bank products and services accessed through the online banking service are subject to the terms and conditions contained in this Document. The Customer agrees to make funds available in accordance with the instruction given, including any related charges. The Bank shall maintain an electronic file or record stating account number, date, hour, type of transaction, amount and all other data filled out by the Customer, this registry shall constitute an electronic document that the Customer accepts as proof of the transaction carried out. The Customer authorized the Bank to act upon instructions received through the online banking service in accordance with the Bank's operating procedures, rules and guidelines (as the same may be amended from time to time). The Customer is solely responsible to verify that all of the required information when soliciting a transaction is complete, true and correct. Any action taken by The Bank on any instruction will have the same legal effect and will bind the Customer as fully and effectively as if had been given in writing and signed by a duly authorised signatory of the Customer, regardless of whether the person purporting to give such instructions was or was not an authorised signatory of the Customer. The Customer is solely responsible for the installation, upgrade, maintenance and security of all hardware, software, and telecommunications used to access the online banking service, and the Bank reserve the right to make changes at any time in the rules of accessibility, security, features and functions. The Customer shall designate the user(s) authorised to access the Account and any of the functions available. Each user shall be solely responsible for the selection, use, confidentiality and protection of passwords. The Bank at its sole discretion may deny access to the online banking services for security reasons. The Customer and any authorised user must report to the Bank in a timely manner in writing, any suspected breach in the user's security. The Bank is not liable nor responsible for any losses that may occur should the breach in the user security is prior to receipt of report of the breach by the Bank. The Bank may, at its absolute discretion and with immediate effect, suspend services should the Bank, in its sole opinion, consider that activity has occurred which constitutes fraudulent use of the Service, attempts to perpetrate fraud through the Service, violates regular account operation rules and regulations, Bank policy, or Cayman Islands law
 20. The Customer hereby agrees that the Bank may refuse to complete and/or may withhold action on any and all orders and instructions of the Customer received by the Bank if:
 - (a) it is determined by the Bank, in its sole discretion, that such orders or instructions do not fall within the internal compliance criteria of the Bank or are classified by the Bank as being atypical or suspect in any way; or
 - (b) such orders or instructions cannot be processed by the Bank or cannot be completed for any reason which is beyond the reasonable control of the Bank.
 21. The Bank shall not be liable to the Customer or any third party in respect of any loss or damage suffered or incurred, whether by the Customer or a third party, resulting from the Bank's refusal to complete any orders or instructions or Communications of the Customer or its agents in accordance to the terms of this Document.
 22. Any notice given hereunder to vary or change any part of this Document shall be published on the Bank's website or sent by electronic means duly registered by the Customer at the Account communication preferences, and shall be effective from the date mentioned in such notice (hereinafter called "the Determination Date").
 23. Both the Customer and the Bank are free to terminate the business relation at any time. Both parties will make every effort to settle affairs as quickly as possible or within a specified time if the nature of a transaction so requires. During the settlement, this Document shall remain in full force and effect. The termination of the business relation shall be without prejudice to any rights that may have accrued to any party prior to such termination and the provisions of Clauses 12, 13, 14, 22, 23, 26 and 28 shall survive the termination of the business relation.
 24. The Customer expressly agrees that the Bank shall not be liable for damages, resulting directly or indirectly from circumstances that prevent

it from normal operations, namely changes in law and regulation, acts of God; governmental measure or actions; boycotts; pandemics, international conflicts, either of a warlike or economic nature; labor disturbances; interruption of, or disturbance in, the operations or business of third parties with which the Bank is doing business or their intermediaries.

25. The Bank shall have the right to transfer the Account(s) so held by it from or to any other account in the Bank or any other bank under the name of the Customer whenever in the Bank's absolute discretion it considers such a transfer necessary. The Bank shall have the same full and unrestricted powers of investment and management of the Account(s) as if it was absolutely and beneficially entitled thereto. Without prejudice to the foregoing, the Bank shall be expressly authorised to invest the funds held in any Account(s) in any investment as the Bank, in its discretion, deems appropriate.
26. If and when required by law, the Customer expressly authorizes the bank to disclose 'confidential information', as defined in the Confidential Information Disclosure Law, 2016 (as amended), relating to the Customer's Account, business and financial affairs.
27. The Customer acknowledges and agrees that: 'The Bank will not open or continue to operate any Account where the Bank believes or suspects that:
 - (a) The Customer is involved or associated with drug trafficking, terrorism and other illicit activities;
 - (b) The Customer (if Corporate Client) is established in a country known to lack adequate legislation, regulations and supervision, and is associated with drug trafficking, terrorism and other illicit activities;
 - (c) The nature of the business (if Corporate Client) is unclear or its legitimacy appears doubtful;
 - (d) The Funds are the proceeds of criminal conduct as defined by the Proceeds of Crime Law (as amended) of the Cayman Islands.
28. This Document and all business relation establish between the Customer and the Bank shall be governed by and construed in accordance with the laws of the Cayman Islands in all respects, including matters of construction, validity and performance and the Customer hereby irrevocably submits to the jurisdiction of the courts of the Cayman Islands. The parties agree that this Clause is for the benefit of the Bank only. As a result and notwithstanding the generality of the foregoing, nothing in this Clause prevents the Bank from taking proceedings relating to any suit, action or proceeding or any dispute which may arise out of or in connection with this Document in any other courts with jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.
29. The Bank is duly authorised to amend this Document from time to time, in its absolute discretion. The Customer hereby agrees that any such amendment to this Document will become effective and will apply to the Customer and the Customer's Account on the 7th business day following the date upon which the amended document is published on the Bank's website without further notification to the Customer.
30. The Customer expressly authorises the Bank at its absolute discretion, without further action or prior authorisation from the customer, to disclose 'confidential information' relating to the Customer's Account and business and financial affairs, to the Cayman Islands Monetary Authority and the Venezuelan Banking Supervisor (as the case may be) in order to enable the Venezuelan Banking Supervisor to consolidate supervision of the Bank with the Venezuelan branch of the Bank. Without limiting the generality of the foregoing, the Customer expressly authorises the Bank in its absolute discretion to disclose the identity of the beneficial owner of the Account, a list of assets, securities and debt and equity instruments held by the Bank in the name of the Customer, a list of transactions relating to the Account and any other documents relating to the Customer or the Account without further authorisation from or prior consultation with the Customer.
31. Personal data must be supplied by the Customer to the Bank and its affiliates and delegates for the operation of the Account (and any related services). The Banks' privacy notice appended to this Document provides information on the Bank's use of personal data in accordance with the Cayman Islands Data Protection Law, 2017 and, in respect of EU data subjects, the EU General Data Protection Regulation (together, the "Data Protection Legislation"). The Customer acknowledges receipt of the Bank's privacy notice and agrees to promptly provide the privacy notice (or any updated version thereof as may be provided from time to time) to each individual (such as any individual directors, shareholders, beneficial owners, authorised signatories, trustees or others) whose personal data the Customer provides to the Bank or any of its affiliate or delegates. The Customer represents and warrants that all personal data provided to the Bank, its affiliates and delegates by or on behalf of the Customer is provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data.
32. The Customer acknowledges that due to anti-money laundering and counter-terrorist financing requirements, the Bank may require further identification of the Customer and, if applicable, its beneficial owners and the Bank shall be held harmless and indemnified against any loss arising as a result of a failure to process deposits, payments or transactions if such information has been requested by the Bank and has not been provided by the Customer. The Customer understands and agrees that the Bank prohibits banking activity by any persons or entities that are acting, directly or indirectly, (i) in contravention of any domestic or international laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on sanctions lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), or any relevant lists maintained by the United Nations, European Union or United Kingdom (including sanctions lists extended to the Cayman Islands by virtue of Orders in Council passed by the United Kingdom government), as such lists may be amended from time to time, (iii) for a politically exposed person, any member of a politically exposed person's immediate family or any close associate of a politically exposed person, unless the Bank, after being specifically notified by the Customer in writing that it is such a person, conducts further due diligence, and determines that such banking activity shall be permitted, or (iv) for a shell bank (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons"). The Customer represents, warrants and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with the Customer, a Prohibited Person, and (ii) to the extent the Customer has any beneficial owners, it has carried out thorough due diligence to establish the identities of such beneficial owners and, based on such due diligence, the Customer reasonably believes that no such beneficial owners are Prohibited Persons and it will make available such information and any additional relevant information that the Bank may reasonably request.
33. The Customer agrees to provide to the Bank or its agents, upon request, any documentation or other information regarding the Customer and its beneficial owners that the Bank or its agents may require from time to time in connection with the Bank's obligations under, and compliance with, applicable automatic exchange of information ("AEOI") laws and regulations. "AEOI" for this purposes includes:
 - (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, commonly referred to as the US Foreign Account Tax Compliance Act ("FATCA");
 - (b) the Common Reporting Standard ("CRS") issued by the Organisation for Economic Cooperation and Development OECD, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes;
 - (c) any intergovernmental agreement, treaty or any other arrangement between the Cayman Islands and any of the US, the UK or any

other jurisdiction (including between any government bodies in each relevant jurisdiction) that deals in AEOI, entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in paragraphs (a) and (b); and

(d) any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the matters outlined in the preceding paragraphs that apply solely to AEOI

34. Special Instructions:

(a) The Customer hereby agrees and provides its consent to the assignment, transfer, novation, merger, consolidation, continuation or migration (howsoever undertaken or effected) (each a "Transfer") by the Bank to any person (each a "Transferee"), in its sole discretion and without prior reference or notice to the Customer of (i) any and all rights and obligations of the Bank under this Document, any Account, any services and/or other products provided to the Customer by the Bank or (ii) any and all Accounts, services and/or other products provided to the Customer by the Bank.

(b) The Customer hereby agrees and provides its consent to the disclosure of all confidential information held, maintained or created by the Bank in relation to the Customer or its Accounts to a Transferee or prospective Transferee, subject to the entry by such Transferee or prospective Transferee into a confidentiality agreement.

(c) The Customer hereby agrees that following the completion of any Transfer, any rights, claims or recourse of the Customer against the Bank in respect to such Transfer or to the subject matter of such Transfer shall only be enforceable as against the Transferee and upon completion of the Transfer, the Bank will be automatically released from such obligations.

(d) The Bank or the Transferee shall notify the Customer within 60 days of completion of such Transfer by either:

(i). mailing the Customer written notice of the Transfer to the Customer's last known address;

(ii). providing written notice of the Transfer on the Customer's Statement of Accounts;

(iii). sending the Customer notice of the Transfer by electronic mail or other electronic means; or

(iv). posting a copy of the notice of the Transfer on the Bank's website.

(e) Unless expressly provided to the contrary in this Document, a person who is not a party to this Document shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce or to enjoy the benefit of any term of this Document.

The Customer agrees to be bound to the terms of this Document; as such terms may be amended from time to time by the Bank in its absolute discretion.

APENDIX:
Venezolano de Crédito, S.A. Banco Universal Cayman Branch Privacy Notice

The Bank is registered in the Cayman Islands and is subject to its laws. The purpose of this document is to provide you with information on the Bank's use of your personal data in accordance with the Cayman Islands Data Protection Law, 2017 and, in respect of EU data subjects, the EU General Data Protection Regulation (together, the "Data Protection Legislation").

If you are an individual Customer, this will affect you directly. If you are an institutional Customer that provides us with personal data on individuals connected to you for any reason in relation to your Account with us, this will be relevant for those individuals and you should transmit this document to such individuals or otherwise advise them of its content.

Your personal data will be processed by the Bank, and by persons engaged by the Bank. Under the Data Protection Legislation, you have rights, and the Bank has obligations, with respect to your personal data. The purpose of this notice is to explain how and why the Bank, and persons engaged by the Bank, will use, store, share and otherwise process your personal data. This notice also sets out your rights under the Data Protection Legislation, and how you may exercise them.

Your personal data

By virtue of having an Account with the Bank (including the initial application and ongoing interactions with the Bank and persons engaged by the Bank) or by virtue of you otherwise providing us with personal information on individuals connected with you (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), you will provide us with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

In particular, you will provide us with personal information within the forms and any associated documentation that you complete when opening the Account; when you provide it to us or our service providers in correspondence and conversations (including by email); when you instruct deposits, payments or transactions involving the Account; and when you provide other instructions.

We may also obtain personal data on you from other public accessible directories and sources. These may include websites; bankruptcy registers; tax authorities; governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations; credit reference agencies; sanctions screening databases; and fraud prevention and detection agencies and organisations, including law enforcement.

This includes information relating to you and/or any individuals connected with you as an Customer in the Bank such as: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, and source of funds details and details relating to your Account activity.

How the Bank may use your personal data

The Bank, as the data controller, may collect, store and use your personal data for purposes including the following.

The processing is necessary for the performance of a contract, including:

- processing your deposits, payments and transactions using your Account;
- sending you statements relating to your Account; and
- facilitating the continuation or termination of the contractual relationship between you and the Bank.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking customer due diligence including anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our customers (and, where applicable, their beneficial owners);
- sanctions screening and complying with applicable sanctions and embargo legislation;
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory records or registers; and
- preventing and detecting fraud.

In pursuance of our legitimate interests, or those of a third party to whom your personal data are disclosed, including:

- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your Account;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes;
- providing you with, and informing you about banking products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures;
- protecting the Bank against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating deposit taking or credit facility business involving the Bank or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems.

We will only process your personal data in pursuance of our legitimate interests where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

The Bank continues to be a data controller even if it has engaged third parties to perform certain activities on the Bank's behalf.

Sharing your personal data

We may share your personal data with our affiliates and delegates. In certain circumstances we may be legally obliged to share your personal data and other financial information with respect to your interest in the Bank with relevant regulatory authorities such as the Cayman Islands Monetary Authority or the Tax Information Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities and other applicable regulatory authorities.

The Bank's affiliates and delegates may process your personal data on the Bank's behalf and may be data controllers in their own right. The Bank's services providers are generally processors acting on the instructions of the Bank. Additionally, a service provider may use your personal data where this is necessary for compliance with a legal obligation to which it is directly subject (for example, to comply with applicable law in the area of anti-money laundering and counter-terrorist financing or where mandated by a court order or regulatory sanction). The service provider, in respect of this specific use of personal data, acts as a data controller.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened) in any country or territory.

Sending your personal data internationally

Due to the international nature of our business, your personal data may be transferred to jurisdictions that do not offer equivalent protection of personal data as under the Data Protection Legislation. In such cases, we will process personal data or procure that it be processed in accordance with the requirements of the Data Protection Legislation, which may include having appropriate contractual undertakings in legal agreements with service providers who process personal data on our behalf.

Retention and deletion of your personal data

We will keep your personal data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us. We will generally retain your personal data throughout the lifetime of your Account. Some personal data will be retained after your relationship with us ends. We expect to delete your personal data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your personal data.

Automated decision-making

We will not take decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated processing of your personal data, unless we have considered the proposed processing in a particular case and concluded in writing that it meets the applicable requirements under the Data Protection Legislation.

Your rights

You have certain data protection rights, including the right to:

- be informed about the purposes for which your personal data are processed;
- access your personal data;
- stop direct marketing;
- restrict the processing of your personal data;
- have incomplete or inaccurate personal data corrected;
- ask us to stop processing your personal data;
- be informed of a personal data breach (unless the breach is unlikely to be prejudicial to you);
- complain to the Data Protection Ombudsman; and
- require us to delete your personal data in some limited circumstances.

Contact us

We are committed to processing your personal data lawfully and to respecting your data protection rights. Please contact us if you have any questions about this notice or the personal data we hold about you. Our contact details are: CaymanBranch@venezolano.com marking your communication "Data Protection Enquiry".