

**CTBC BANK (PHILIPPINES) CORP.
TERMS AND CONDITIONS GOVERNING DEPOSITS ACCOUNTS**

A. FOR ALL TYPES OF DEPOSIT ACCOUNT

1. **Opening of Account:** The deposit account is opened subject to the presentation by the CLIENT (the term CLIENT shall be used whether CLIENT is only one or numerous, and shall also mean "I", "WE", "ME", "MY", or "DEPOSITOR" and such other terms as may have been intended to refer to CLIENT in the relevant document/s) of references and identification documents acceptable to the CTBC Bank (Philippines) Corp. ("BANK"), and such other documents as may be required under the circumstances relevant laws, BSP rules and regulations, and the policies of Bank; and subject to the Bank's verification of CLIENT's identity and signature/s and/or authority to open the account. The CLIENT warrants that CLIENT is not suffering from any legal incapacity upon opening the Deposit Account. Should the CLIENT be a juridical person, the signatory/ies warrant that he/she/they have the authority and have obtained the necessary approvals upon opening of the Deposit Account. CLIENT shall pertain to any judicial and/or natural person/s regardless of number.

2. **Deposit Transactions:** In making a deposit, the CLIENT or his representative shall accurately fill out a deposit slip and present it, together with the passbook/record book/certificate to the BANK. The BANK shall not be liable for any inaccuracies in accomplishing the deposit slip. In receiving items for deposit, the BANK obligates itself only as the CLIENT 's collecting agent, assuming no responsibility beyond the exercise of due care. BANK may and without prior notice to CLIENT, refuse acceptance of any deposit or any instruction relating to the Deposit Account if in the Bank's sole judgment and discretion, acceptance or implementation will be prejudicial to its own interest, or may be violative of, or may result in the violation, of any law, rule or regulation issued by government agencies or regulatory bodies. Until such time as actual payment comes into possession of the BANK, no drawing shall be allowed on those uncollected funds without prior arrangement and the right is reserved to debit the CLIENT's account for any amount previously credited, whether or not the deposited item is returned. Should the BANK allow such drawings against uncollected deposits upon prior arrangement with the BANK which is not in writing, this document shall be the basis for the CLIENT's liability to the BANK for such amount drawn, should the deposited item be subsequently returned. Such act of the BANK shall be deemed to have been engendered only by its tolerance, and no contractual right whatsoever is acquired by the CLIENT thereby, so that said practice can be discontinued by the BANK at any time even without prior notice to the CLIENT. The same rule shall apply to deposit items not paid due to insufficiency of funds, forgery, stoppage of payment, or for any other reason. All items are credited subject to final payment in cash or solvent credits. The BANK will not be liable for default of its duly selected correspondents nor for losses in transit, and each correspondent so selected shall not be liable except for its own negligence. The BANK or its correspondents may send items, directly or indirectly, to any bank including the payor, and accept its drafts or credit as conditional payment in lieu of cash; it may charge back any item at any time

before final payment, whether returned or not; also any item drawn on the BANK not good at close of business on day deposited. The CLIENT, in placing items for deposit, shall indicate on the deposit slip/s the CLIENT's complete and correct account number as it appears in the CLIENT's checks or other items deposited. The BANK will not be liable for the adverse consequences of the CLIENT's mistake or failure to indicate CLIENT's complete and correct account number in the deposit slip/s. The BANK shall have a right to presume that the name/s appearing on the deposit instrument is/are the actual/beneficial owner/s of the deposit, except as provided herein. For deposits made "IN TRUST FOR" a minor, (ITF account), the CLIENT acknowledges that CLIENT remains to be the accountholder and has full control and disposition of all amounts and that the BANK shall only honor such banking transactions and instructions signed by the CLIENT using the specimen signature affixed herein.

3. Withdrawals: Withdrawals may be made by the CLIENT personally or through an authorized representative by accomplishing a withdrawal slip to be presented to the BANK together with the passbook/recordbook/certificate. Withdrawals by a person other than the CLIENT may be allowed upon the CLIENT's written authorization, accompanied by at least one valid identification card, subject to verification by the BANK. Deposit/s made by a corporation, partnership, or association may be withdrawn by the officer/s or employee/s designated in the by-laws or resolution of the Board of Directors or the Partners of such corporation, partnership, association. The BANK reserves the right to require SIXTY (60) DAYS prior written notice of any withdrawal when in the best interest of the BANK and the CLIENT.

4. Responsibility for Endorsement: The CLIENT assumes full responsibility for the correctness, genuineness, and validity of all endorsements appearing on all checks or other items deposited. If any deposit is returned or dishonored, it may be transmitted by messenger or by mail to the CLIENT at his last known address. All deposits other than currency shall be received by the BANK subject to the verification of the latter. The BANK reserves the right to return checks presented after six months from issuance date.

5. Security for Obligations: The BANK is hereby authorized to apply, at its option, to the payment of any or all obligations under or arising from the deposit account or the items placed in deposit therein, or any other transaction with the BANK now existing or hereafter contracted by the depositor or any or all of the joint "and" or joint "or" depositors, such amount of moneys or proceeds from the sale of securities and things of value which may be in its possession on deposit or otherwise belonging to the depositor or any or all of the aforementioned joint depositors (which sale, whether public or private, the BANK is also hereby authorized to undertake, likewise at its option, for and in the name of the owner/s thereof) to the extent of the amount of said moneys or proceeds applied to said obligations.

6. Service Charge: The account, whether active or dormant shall be subject to service and maintenance charges heretofore adopted by the BANK and now in effect. Charges include but not limited to falling below the required maintaining balance, as prescribed in the BANK's pricing update located in its branches and offices; account having no

client initiated financial activity for two (2) years for savings account and one (1) year for checking account. The BANK reserves the right to impose new service and maintenance charges and change existing charges within the limits allowed by law or pertinent regulations. Such charges shall be deducted from the CLIENT's account and the BANK shall not be liable for dishonor, as a result thereof, of checks, drafts, notes or other instruments because of insufficient funds.

7. Other Charges: CLIENT further authorizes the BANK to charge the Deposit Account and/or apply such amount thereof as shall be sufficient to pay any and all obligation of the CLIENT or any or all of the joint "and" or joint "or" account of the CLIENT with the BANK arising from the Deposit Account, including loans, interest, penalties, charges and other receivables from CLIENT arising from loan documents such as promissory notes and/or other credit agreements, and the BANK shall not thereafter be liable for withholding or applying to the payment of said obligations for any and/or all amount in the Deposit Account for the dishonour of checks, notes, drafts, or other instruments for insufficiency of funds or other consequences of the foregoing.

8. Checkbooks/Issuance of Checks: Checkbooks are furnished by the BANK within a reasonable time after a request and payment thereof is made by the CLIENT. Charges for checkbook requisition through the ATM be automatically debited from CLIENT's current account. The CLIENT shall exercise care in requisitioning for additional checkbooks. Requisition of Checks by a person other than the CLIENT may be allowed upon the CLIENT's written authorization, accompanied by at least one valid identification card, subject to verification by the BANK. The use of the ATM for this purpose shall have the same effect as submission to the BANK of a Checkbook Application Form duly accomplished and signed by the Cardholder. It is incumbent upon the CLIENT or his/her duly authorized representative to check the correctness and completeness of the checkbook before acknowledging receipt thereof. The CLIENT shall likewise safeguard all unutilized checks with utmost care to preclude any possible loss and/or pilferage. The use of MICR checks printed by or secured from entities other than those accredited by the Bankers Association of the Philippines (BAP) Accreditation Board shall constitute a waiver on the part of the drawer/issuer of the rights to claim for reimbursement/refund or damage of any kind arising therefrom. All blank spaces on checks drawn must be completed. The BANK may dishonor checks if signatures are not in accordance with specimen registered with the BANK. Any alteration made on checks must be authenticated by the full signature of the drawer.

9. Post-dated Checks: The negotiation of post-dated checks/s for clearing purposes is not allowed, and the CLIENT agrees to refrain from issuing or negotiating such check/s through his/its account with the BANK. If for any reason, the BANK has negotiated, honored or paid out a post-dated check, or a check which is subsequently dishonored on grounds other than its being post-dated, the CLIENT hereby waives any and all claims or actions that may arise therefrom.

10. Stop Payment: A CLIENT desiring to stop payment of any check issued against his/her/its account, or to subsequently revoke such order, shall communicate

unequivocal instructions to the BANK in writing using the BANK's form, and fully identifying the check. The CLIENT shall furnish the BANK with any further documents in the form and substance as may be required by the latter. The Stop Payment Order (SPO) shall be effective for three hundred sixty five (365) days only from the date of receipt of the order, subject to the filing of another SPO. The CLIENT shall indemnify and hold the BANK free and harmless from any action, claim or liability that may arise from its implementation of an SPO.

11. Statement of Account: For statement-based accounts, an itemized statement of account will be rendered monthly to the CLIENT by the BANK or at the latter's option when ledger/statement sheets are filled. Unless otherwise specified, bank statements shall be delivered / mailed to client's last known address on file. (Cancelled checks are returned to the CLIENT when statements are dispatched). The CLIENT shall promptly notify the BANK of non-receipt of statements or any exception to statement or advices rendered, otherwise, the CLIENT shall be deemed to have accepted the correctness of the statement or advices thirty (30) days from date thereof. All held statements of accounts not picked up by CLIENT within one (1) month from availability date may be forwarded by messenger to the CLIENT at BANK's option.

12. Record Book/Passbook/Certificate: CLIENT's acceptance of the record book/passbook/certificate or his/her/its signature on the BANK's signature card, shall constitute valid assent to these guidelines and to any amendments of these guidelines as herein provided. Should the record book/passbook/certificate be lost, stolen or destroyed, CLIENT shall notify the BANK promptly and request for the issuance of a new one after submission of BANK's requirements. The amount/s shown in "Balance" column of the record book/passbook is/are not conclusive of the balance to the credit of the account at any time unless expressly verified by the BANK after comparison with its records. Any claim against the correctness of any entry or allegation of erroneous entries/balances posted must be reported immediately and filed by CLIENT on the date the entry was made. Otherwise, the BANK shall be relieved from any responsibility for the same. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of Five Hundred Thousand Pesos (PhP500,000.00) per depositor. Determination of ownership, amount of allowable claims, and required documents shall be determined by the PDIC and its issuances.

13. Closure of Account/Improperly Handled Accounts: The CLIENT may close his/her/its account at anytime by accomplishing the prescribed form for withdrawal which must be made out for the full amount of the outstanding available balance to the CLIENT's credit as evidenced by the records of the BANK. A service charge will be paid by CLIENT in such amount as may reasonably be imposed by the BANK if CLIENT closes the account under certain conditions. The account will be automatically closed by the BANK without need of prior notification to the CLIENT in the event that the account is mishandled by the issuance of unfunded or insufficiently funded check/s without prior arrangement with the BANK. In such an event, the BANK shall forward by registered mail to the CLIENT 's address as indicated in the BANK's records a Manager's Check for the balance of his/her/its account, and the CLIENT shall be required to return to the BANK any unused check/s which he/she/they may have in

his/her/their possession. The BANK is also authorized to delay, block, close the account or refuse to process any transaction, without prior notice to CLIENT and without incurring any liability in instances where in the determination of the BANK the transaction will cause breach of anti-money laundering laws, rules and regulations, or result to imposition of sanction or penalty against the BANK. The BANK further reserves the right to close the account if it is conducted in any other manner not satisfactory to it, or in cases where there is no deposit balance therein, at any time, without prior notice to CLIENT. In the event the account is closed for the reason/s above stated, the BANK is further authorized to report such closure and the reason/s therefore to the Bankers Association of the Philippines (BAP) or to any central monitoring entity or body established by the BAP to keep record of and monitor to the members of the BAP of mishandled deposits accounts. The BANK is not liable for damages, claims and demands of whatever kind and nature in connection with or arising from (a) closing of the account and/or (b) dishonor of any check thereunder which may be presented to the BANK after the closing of the account and/or (c) the reporting by the BANK of the closing of the account or refusal by the BANK to process any transaction, and the reasons therefore to the BAP, or to any central monitoring entity or body established by the BAP, and/or to AMLC, BSP and to such other relevant government agency.

14. Returned Checks: The BANK is under no obligation to notify the CLIENT, before returning to the paying bank, thru PCHC (BSP Clearing House), checks drawn on it and which cannot be accepted because of insufficiency of funds or technical defects, e.g. post-dated, amount in words and figures differ, etc. Further, the BANK shall not be held liable for any damage that may arise out of its failure to notify the CLIENT of any check deposit returned by drawee banks for whatever reason.

15. Interest Rate: Interest rates may be revised from time to time, and such revision shall take effect immediately after notice. Notices shall be provided to you through your electronic Statements of Account, through the BANK's channels, publication, display or advertisement, posting in the ATM on-screen messages and/or through posting in the BANK's website or mobile application, or by electronic mail, facsimile transmission or such other electronic transmission including short messaging service or by such other means of communication which the BANK, at its option, considers appropriate and effective, and shall be deemed sufficient notice to you.

16. Minimum Deposit Required: The BANK requires the CLIENT to maintain a balance not lower than the minimum balance prescribed by the BANK from time to time. Accounts falling below the required minimum balance shall be subject to the service charge prevailing at that time.

17. Change of Address: The CLIENT shall promptly notify the BANK in writing of any change in address; otherwise, correspondence sent to the last address given shall be deemed to have been duly received by the CLIENT.

18. Joint Accounts: All moneys deposited by either or both or all of the joint depositors for credit to their joint account with the BANK shall be received and held by

the BANK on the understanding and upon the condition that said money so deposited, without reference to previous ownership, and all interests, dividends and credits thereon, shall be owned by the CLIENTS jointly. The BANK is authorized to assume that the Joint depositors own the account in equal shares, unless the BANK receives notice in writing to the contrary, signed by all the joint depositors. This joint ownership shall be binding on the CLIENTS, their heirs, executors, administrators, and assigns. During the lifetime of the CLIENTS, a withdrawal from the account will require the signature/s of both of them jointly or both of their respective duly appointed attorneys-in-fact as authorized by their joint consent in writing (in the case of joint "and" accounts); or of both or either of them or either of their respective duly appointed attorneys-in-fact as authorized by their joint consent in writing (in the case of joint "or" accounts). Any payments made from these accounts under any of the foregoing circumstances shall be valid and shall completely release and discharge the BANK from any liability. No change or modification of this joint ownership shall be effected unless reduced in writing and signed by the CLIENTS jointly (in case of joint "and" accounts) or by either one (in case of joint "or" accounts). Provided however, that such notice from only one or either of the "or" signatories shall automatically convert the "or" account to an "and" account and subject to withdrawal upon the joint signatures of all the CLIENTS. For Joint "OR" accounts with ATM/Debit Cards, each and every Cardholder shall be jointly and severally responsible for all transactions involving the use of the cards so issued and the terms and conditions herein shall be jointly and severally binding on each and every Cardholder.

19. Data Privacy Notice and Consent CLIENT understands that the BANK is committed to continuously improve its products and services, and pursue its business plans. To achieve these, and to be able to perform its contractual obligations and comply with applicable law/s and/or regulatory issuance/s, the BANK shall have to disclose and to make available to its affiliates, counterparties, service providers, and relevant third parties wherever situated, on a confidential basis any information pertaining to CLIENT'S banking relationship with the BANK such as but not limited to deposit/s, investment/s, loan/s, service/s, broker customer account/s, and product/s including information that CLIENT had provided and may hereafter provide in connection with the abovementioned banking relationship, and other information relating to the CLIENT and other persons, whose Personal Data were provided by the CLIENT, such as but not limited to CLIENT's relative/s, partner/s, and beneficiary/ies (singly or collectively, "CLIENT's Contacts") and such information which the BANK may have directly or indirectly gathered and may hereafter gather through its own verification and validation, through the public domain, and/or through other legally permissible methods and means. CLIENT hereby agrees, consents, and authorizes the BANK or any of its agents to collect, use, disclose, transfer, store, obtain, record, share, update, modify, monitor, and/or process (collectively, "Process/Processing") CLIENT's confidential information, personal information, and sensitive personal information, as defined under RA 10173 "The Data Privacy Act of 2012" and its implementing rules and regulations and any of its amendments, as well as other laws relevant to the confidentiality of bank deposits and investments, and data privacy and protection (collectively, "Personal Data"), whether manually or in electronic or digital

form, in relation to any and all Personal Data CLIENT provided in the BANK's forms and/or documents such as application forms, account opening forms, loan documents, written or electronic communications, and/or otherwise possessed, or collected or gathered by the BANK through its own verification and validation, through the public domain, and/or through other legally permissible methods and means, for one or more of the purposes, which in summary includes but are not limited to the following: (a) processing of application for various services and products of the BANK as well as services and products of its business partners ("third parties"); (b) administering and/or managing relationship and/or account/s with the BANK; and (c) providing marketing, advertising, and promotional information of various products/services that the BANK, its business partners, and related companies may offer ("Marketing purpose") through short messages, voice/telephone or mobile calls, email messages, fax messages, and /or postal mail; (d) such agreement, consent, and authority to disclose and provide such Personal Data shall include the following Recipients and Purposes: (i) the BANK's accredited service providers, the BANK's affiliates, including its Parent Bank, counterparties, and other third parties whether situated within or outside the Philippines for purposes of servicing the needs of CLIENT, and/or to enable the BANK to perform its contractual obligations. (ii) regulatory authorities situated within or outside the Philippines which disclosure may be necessary or incidental to the conduct of business by the BANK, its Parent Bank, BANK's affiliates, and/or service providers, and/or counterparties; (iii) such other Recipients now existing and may hereafter exist, for the purpose of servicing the requirements of the CLIENT and/or to enable the BANK and/or its Parent Bank, its affiliates, counterparties, and/or service providers, whether these recipients are located within or outside the Philippines, to conduct their businesses, perform their contractual obligations, and/or comply with regulatory requirements (collectively the "Purposes", and the "Recipients"). Accordingly, CLIENT hereby gives his/her/their consent and authority to disclose to the Recipients and for the Purposes, any and all Personal Data pertaining to CLIENT's existing and future deposits, investments, and transactions with the BANK, which Personal Data may be referred to as confidential and/or disclosures of which are generally prohibited under the relevant secrecy laws, including but not limited to RA 1405 or "An Act Prohibiting Disclosure of or Inquiry into, Deposits With Any Banking Institution and Providing Penalty Therefore", RA 6426 or "An Act Instituting a Foreign Currency Deposit System in the Philippines, and for Other Purposes", the General Banking Law of 2000, RA 7653 or "The New Central Bank Act", and RA 9510 or "Credit Information System Act", RA 10173 "The Data Privacy Act of 2012" and such amendatory laws, and under other relevant laws, rules, and regulations. CLIENT also acknowledges that he/she/they is/are aware that he/she/they and his/her/their Contacts are entitled to certain rights in relation to the Personal Data that may be collected from him/her/them (and by him/her/them from his/her/their Contacts), including the right to access, correction, and to object to the processing, as well as the right to lodge a complaint before the National Privacy Commission in case of violation of his/her/their rights and his/her/their Contacts' rights as data subject. CLIENT warrants that he/she/they has/have obtained the Consent of his/her/their Contacts for the Processing of their Personal Data for the above Purposes and disclosure to the Recipients. Furthermore, if CLIENT has any

feedback or inquiries relating to his/hers/their/its Personal Data, CLIENT may send an email to dataprivacyofficer@ctbcbank.com.ph. CLIENT undertakes to immediately inform the BANK should he/she/they has/have any updates or changes on his/her/their Personal Data through the branch of account or call the BANK's Customer Care Unit at (02) 8840-1234 or email at customercare@ctbcbank.com.ph. The consent and authority herein given shall apply to such updates and/or changes in the Personal Data. CLIENT understands that if he/she/they do not promptly provide Personal Data which the BANK reasonably requested, or withdraw any consent to Personal Data which the BANK is required to process, store, update, disclose, or transfer for the above Purposes and recipients, the BANK has the option and hereby reserves the right not to pursue its relationship with CLIENT without any liability to CLIENT nor to any third party. CLIENT hereby agrees and acknowledges that the above consent shall remain valid, and that the Personal Data will be retained in the Company's records upon opening of the Account and until ten (10) years after closing of the Account or last transaction involving the Account, or termination of his/her/its relationship with the BANK in whatever manner, unless such consent is otherwise revoked in writing, whichever comes earlier. However, if the Account becomes subject of investigation or litigation in court, or administrative body or regulatory agency, the ten (10) year period shall be reckoned from the date of finality of judgment of the court or of the administrative or regulatory agency. CLIENT agrees that the Personal Data will be deleted/destroyed by the BANK after this period in accordance with applicable laws and regulations. CLIENT agrees that the BANK shall not be liable to CLIENT, and that CLIENT shall save the BANK free and harmless from, and indemnify and reimburse the BANK and its Directors, Officers, Shareholders, Employees, and Representatives for any and liabilities, claims, assessment penalties, costs, and expenses of any kind whatsoever, that may be imposed and/or incurred by CLIENT relative to, or in connection with the consent and authority to Process, and/or to the disclosure of such Personal Data including those of the CLIENT's Contacts, documents, and/or records for the Purposes and to the Recipients and such other persons and entities in connection with the account, and in connection with any discontinuance of the relationship between CLIENT and BANK regardless of which party initiated such discontinuance.

20. Cooling-Off Period Applicable to Natural Persons: CLIENT is aware of the two (2) day cooling off period available to natural persons under BSP Circulars 857 Series of 2014 and 898 Series of 2016 and any amendatory issuances. As such, CLIENT fully understands and agrees to the herein terms and conditions of the Deposit Account and, as natural persons, CLIENT is aware of the two (2) day "cooling off" period pursuant to BSP Circulars 857 Series of 2014 and 898 Series of 2016. This cooling off period shall apply whenever CLIENT purchase investment/s in long-term financial instruments with a remaining term of at least one year from the BANK. Cooling off period for purposes of the Deposit Account shall commence from date of signing of the relevant agreement and receipt of the BANK of the cleared funds. CLIENT is deemed to have accepted the relevant terms and conditions of the DEPOSIT ACCOUNT pertinent to the transaction if the BANK does not receive a written notice of cancellation before the expiry of the "cooling off" period. Should the

BANK receive such written notice of cancellation of the transaction, the BANK is entitled to recover and CLIENT shall pay the applicable processing fees and administrative fees, including documentary stamp taxes. CLIENT confirm that the BANK disclosed to him/her/them such fees, costs, and possible losses prior to my/our signing the herein Terms and Conditions and any relevant agreement and documents.

21. Unauthorized Transactions:

"CLIENT shall at all times be responsible for the security of his/her/their account information. CLIENT should immediately report and notify the BANK in case of any irregularities/unauthorized/disputed transactions in the account upon receipt of the statement of account or upon knowledge of the incident by visiting any of our branches or calling our Customer Care Unit at 8840-1234 (Metro Manila); 1-800-10-8401234 (Toll-Free from other provinces through PLDT); or email us at customercare@ctbcbank.com.ph or visit our website at www.ctbcbank.com.ph. CLIENT shall save the BANK free and harmless from, and shall indemnify the BANK for any liability and/or damages arising from such irregularity/unauthorized/disputed transactions except those which are due to BANK's fraud or gross negligence but in no case shall the BANK be liable for indirect, consequential, punitive damages or business losses.

22. Extraordinary Inflation or Deflation: In case of extraordinary inflation or deflation of the currency of the deposit, the provisions of Art. 1250 of the New Civil Code shall apply.

23. Attorney's Fees and Costs: In the event the BANK is compelled to institute judicial or extrajudicial action or proceedings to enforce any claim against the CLIENT arising hereunder, the CLIENT agrees to pay the BANK an additional amount equivalent to twenty five percent (25%) of the total amount due, but in no case less than five thousand pesos (PhP5,000) including accrued interest, as attorney's fees, in addition to cost of suit. In case of litigation arising herefrom, venue shall be set either in Makati, Manila or Quezon City for Metro Manila Branches, including the Head Office or in the place where the Branch of the BANK is located for branches outside Metro Manila.

24. Applicable Rules and Regulations, Bank's Policies and Procedures: In all cases not specifically provided for in the foregoing or otherwise by written agreement between the BANK and the CLIENT, the usual customs and procedure common in banks in the Philippines shall exclusively govern all transactions between the BANK and the CLIENT, with regard to this account. Accounts are also subject to such regulations as may be imposed by the Bangko Sentral ng Pilipinas, Bankers Association of the Philippines and other regulatory agencies and the Bank's policies and procedures, relative to the establishment and operation of deposit accounts. The BANK reserves the right to amend these terms and conditions as it may deem necessary for the best interest of the BANK and its accountholders. The amended terms and conditions, as well as the rules and regulations arising therefrom, which shall be binding upon the CLIENT, shall be communicated to the accountholders

through customer letters to be sent by mail and/or by posting notice of such amendment in any conspicuous place within the premises of the BANK or in such other form or manner as may be determined by the BANK.

25. **Separability Clause:** Should any of the provisions herein be held invalid, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

26. **Other Contracts Superseded:** This document supersedes all prior contracts or agreement entered into by and between CLIENT and the BANK with respect to, and in connection with, the account opened herein.

27. **Headings of this Agreement:** Headings used in this Agreement are for convenience and reference only and shall not affect the meaning or interpretation of the provisions of this Agreement.

B. TERMS AND CONDITIONS FOR THE USE OF THE AUTOMATED TELLER MACHINE (ATM) FACILITY (IN ADDITION TO THOSE MENTIONED ABOVE.)

The following terms and conditions, in addition to the foregoing, shall apply with regard to the use of the ATM facility:

1. **Card Ownership and Responsibilities:** The ATM/Debit Card is the property of the BANK and may be cancelled or retained or caused to be surrendered by the BANK anytime at the BANK's sole and absolute discretion for any reason whatsoever and without prior notice to the CARDHOLDER. The CARD is not transferable and is for the exclusive use of the CARDHOLDER. The CARDHOLDER shall accept full responsibility for all transactions made by the use of the card with or without his knowledge or authority, and shall recognize the BANK's record of transactions as conclusive and binding for all purposes. The CARDHOLDER agrees to waive any and all rights and remedies against the BANK in connection thereto. Further, the CARDHOLDER shall not hold the BANK liable in any way for any loss, damage or injury arising from the use of the CARD howsoever caused by any mechanical defect in or malfunctions of the ATM or by the ATM/Debit Card not being honored. Retention of the CARD constitutes acceptance of the terms and conditions and subsequent amendments thereof.

2. **Personal Identification Number (PIN):** The PIN refers to the 4-digit personal identification number issued to or selected by the CARDHOLDER under these Terms and Conditions in order that the card may be used at the proper ATMs. The PIN may be changed by the CARDHOLDER at any of the BANK's ATMs subject to conditions which may be imposed by the BANK and after validation by the BANK's system. The CARDHOLDER acknowledges that the PIN is for his/her/its exclusive use and is strictly confidential and shall not be disclosed to any person. The BANK shall not be liable for any loss or damage incurred by the CARDHOLDER arising from breach or noncompliance with this provision. Any and all transactions using the CARD and a valid PIN shall be deemed as authorized by the CARDHOLDER. The CARDHOLDER

shall, under all circumstances have full responsibility for all transactions arising out of the use of the CARD and PIN whether or not transacted with his knowledge or authority.

3. Card Usage: The CARDHOLDER expressly agrees to assume all risks or delays incidental to or arising out of the use of the CARD. The CARDHOLDER recognizes and agrees that the BANK'S record of these transactions as conclusive and binding upon him in all aspects. The CLIENT shall not hold the BANK liable for any loss, damage or injury arising from the use of the CARD however casual including but not limited to mechanical defect or malfunction of the ATM or of the ATM/Debit Card not being honored.

4. Withdrawal Limits and Restrictions: The CARDHOLDER shall be fully liable to the BANK for all cash withdrawals made with the PIN and all changes imposed in relation thereto, regardless of whether such withdrawals were made with or without the knowledge or authorization of the CARDHOLDER. The CARDHOLDER shall be liable for withdrawals made in excess of the available balance together with the corresponding interests and penalties thereon. The CARDHOLDER hereby authorizes the BANK to charge the CARD Account the amount of any withdrawal in accordance with the BANK's records. The BANK reserves the right, at its sole discretion, to impose a limit on the amount that can be withdrawn through, and the number of withdrawal access to the ATM regardless of the sufficiency of balance of the CARDHOLDER's deposit accounts. Such limit shall be indicated in notices posted in the premises where the ATM is located. The withdrawal amount entered by the CARDHOLDER unless rejected by the System for insufficiency of funds or for account balance "held" shall be automatically debited to the CARDHOLDER's account and shall be considered correct and final. The CARDHOLDER shall hold the BANK free and harmless from liability or damage that may be arise from any claim which does not jibe with the result/s of the journal verification and the cash reconciliation.

5. Fund Transfers: Any and all transfer of funds transacted through the ATM shall be considered final and settled immediately after the ATM has successfully executed transfer instruction from the CARDHOLDER.

6. Earmarking/Holding of Funds: The BANK may earmark and hold the available balance in the CARDHOLDER's deposit accounts for inward clearing checks received prior to their posting/recording in the accounts. The BANK may return unpaid any clearing check to the representing bank in the event that the account balance will not be sufficient at the time of posting by reason of withdrawals through the ATM.

7. Bills Payment: When accepting payment for bills, the BANK merely acts as a conduit of the CARDHOLDER and the Payee of the bill. As such, the BANK shall not be answerable for discrepancies due to the fault of the CARDHOLDER nor shall the BANK be held liable for any action, which may arise, between the Payee and the CARDHOLDER. The CARDHOLDER further agrees to indemnify and hold the BANK free and harmless against all losses, claims damages, liabilities, fees, expenses etc. arising from the acceptance of bills payments thru the ATM.

8. Service Charges: The BANK reserves the right to impose a fee for the CARD, new service and maintenance charges and change the existing charges within the limits allowed by the law. The CARDHOLDER authorizes the BANK to debit his account for said charges and/or fees.

9. Lost/Stolen Card: The CARDHOLDER shall immediately notify the BANK, in writing, of the loss of the card, by submitting a Lost/Stolen Card Notice duly supported by an Affidavit of Loss. All transactions made through the use of the CARD prior to the BANK's receipt of the written notice shall be conclusively binding on the CARDHOLDER. The CARDHOLDER undertakes to indemnify for and hold the BANK free from any claim, liability, and damages and expenses which may have been incurred by reason of the dishonor of the above mentioned lost/stolen CARD pursuant to this written notice. A REPLACEMENT CARD may be issued for a fee for the account of the CARDHOLDER.

10. Retention of Card: The BANK shall cause the retention of the CARD by the machine for any of the following reasons: a) When the BANK has terminated the deposit account(s) or this ATM service agreement with the CARDHOLDER; b) When the CARD has been reported lost or stolen; c) When the CARD is damaged. Except for reason (a) and (c) above, the BANK may reissue the same CARD to the CARDHOLDER if he/she/they so requests, subject to the conditions the BANK may then impose, if any.

11. Replacement of Card: Replacement cards shall be issued for any of the following reasons: a) CARD reported lost or stolen; b) Tampered/mutilated cards; c) Forgotten PIN. The CARDHOLDER authorizes the BANK to charge him/her the processing fee for every replacement of the CARD.

12. Disclosure: By availing of ATM facility in relation to the CARD, the CARDHOLDER consents to the disclosure by the BANK of the details regarding his/her transactions to organizations involved in the administration or delivery of the service/s available in this facility, particularly for the purpose of charging those debit transactions against his/her CARD Account.

13. ATM Service Hours/Availability: The ATM service shall be made available to the CARDHOLDER 24 hours a day except during servicing time. The BANK shall not be liable for failure of the CARDHOLDER to transact or withdraw funds through the ATM when the BANK is under off-line conditions, or when the ATM is inoperable due to network failure or any reason whatsoever, or in cases of natural disasters or calamities, fortuitous events, force majeure, and other unforeseen events or emergencies.

14. Cancellation of ATM Facility: The BANK reserves the right to cancel the ATM facility/service upon notice to the CARDHOLDER at any time for any reason including but not limited to improper handling or if the balance of the account(s) drop(s) to zero.

C. LIMITATION OF LIABILITY FOR ALL TYPES OF ACCOUNT

1. The BANK shall not be liable or responsible for any and all losses (consequential or otherwise), claims, damages (special or punitive), expenses or costs that the CLIENT may suffer, incur or be held answerable for arising from, in connection with or on account of failure, delay or inefficiency in providing banking services if the same are caused and/or occasioned by force majeure, fortuitous event and/or acts of God or any other circumstance beyond the control of the BANK, such as but not limited to (a) earthquakes, floods, fire, calamity, war, civil disturbance, natural or man-made disaster, armed conflict, act of terrorism, riot, labor disruption and/or dispute, and any law, order or other act or threat of any authority (de jure or de facto) at the location of the BANK, its Branch and/or ATM; (b) breakdown or disruption of banking operations system/program, communications or electrical facilities; and (c) breakdown of banking operations system/program and/or equipment or shutdown of such operations system/program or equipment for necessary repair and maintenance.

2. In the event that the BANK is found by a court of competent jurisdiction in a final judgment to be liable to the CLIENT for damages, the CLIENT hereby understands and agrees that the amount of any and all damages to be paid by the BANK shall be limited to and/or equivalent only to the amount of the fees earned by the BANK from the relevant transaction or amount of damages so awarded whichever is lower.