

Terms and Conditions on Deposit Accounts

1. **Documents and Information for Opening of Accounts.** The CLIENT represents and warrants that all documents, including identification papers/cards, presented or to be presented, and all information provided or to be provided by the CLIENT to Yuanta Savings BANK Philippines, Inc. (the "BANK") in connection with the CLIENT's application for the opening of, or of any transaction under, any and all present future accounts (the "Account/s") with it are all genuine, true, complete and valid and the said documents have not been cancelled or revoked and the information correct and subsisting as of the date they were provided to the BANK. The CLIENT also warrants that it will submit the documents and information required by the BANK in relation to such account opening within the required period as may be imposed by the BANK. Failure to submit said documents or information shall result in temporary holding or closure of the Account/s.

The CLIENT also warrants that, in case of any change in the submitted documents and information, the CLIENT will immediately inform the BANK in writing and submit all relevant documents and information in relation to such change; otherwise, communication sent to the last correspondence details given shall be deemed to have been received by the CLIENT.

2. **Deposit/Payments.** The BANK shall accept deposits and payments either in cash, remittance, check or debit the CLIENT's Account/s. All deposits/payments must be made by the CLIENT or by its authorized signatory/ies by filling out the prescribe form. The CLIENT shall be responsible for the correctness, genuineness and validity of all items deposited and endorsements, signatures and information found therein. The BANK shall not be liable for losses caused by any inaccuracies in filling out the form.
3. **Receipt of Check Deposits.** A check or any other item not payable by the BANK (Collection Item) shall be accepted by the BANK for transmission only to the payor institution. The BANK will not be responsible for any losses or delays occurring in the course of transmission when caused by the act, neglect, default, failure, or insolvency of any correspondent or transmitting entity or of the payor institution. No drawing shall be allowed against uncollected deposits. Proceeds from clearing of any Collection Item deposited shall be posted to the relevant Account, net of charges.

For checks deposited with the BANK for clearing purposes, the CLIENT hereby authorizes the BANK to process its checks for clearing under PCHC's Check Imaging Clearing System (CICS). No alterations shall be accepted for any check received by the BANK. If such check will be cleared under the CICS, the CLIENT understands that any alterations on the check will make it unacceptable for clearing purposes. The CLIENT further

understands that the BANK's acceptance of check deposits is still subject to passing all validation procedures under CICS. Checks that do not pass said validation procedures shall be returned to the CLIENT.

4. **Post-dated Checks.** The CLIENT agrees that any checks that are dated beyond the date of its deposit with or presentation to the BANK ("Post-dated Check") shall not be accepted, whether for clearing or other purposes. The CLIENT therefore agrees to refrain from issuing Post-dated Checks or from depositing to or negotiating through its Account/s such check/s. If through inadvertence, the BANK: (i) honors or pays out a Post-dated Check issued by the CLIENT, or dishonors a check issued by the CLIENT for any reason other than its being post-dated, or (ii) negotiates a Post-dated Check issued by the CLIENT, the CLIENT absolves the BANK from claims resulting therefrom and the CLIENT shall answer for all charges or liabilities that the BANK may incur arising from any Post-dated Check of the CLIENT.
5. **Second-endorsed Checks.** The CLIENT agrees that any checks deposited with or presented to the BANK by a party other than its issuer or its payee ("Second-endorsed Check") may not be accepted for deposit. In exceptional cases where the BANK accepts a Second-endorsed Check from the CLIENT, the CLIENT assumes full responsibility for the correctness, genuineness and validity of endorsement appearing on the Second-endorsed Check. The CLIENT warrants that it has the right and authority to endorse any Second-endorsed Check deposited in its account, whether or not the check bears its endorsement. The CLIENT shall indemnify the BANK and hold the BANK free and harmless from any and all claims, suits, actions, charges, losses, damages or other liabilities and obligations arising from or in connection with said acceptance. Furthermore, the CLIENT hereby authorizes the BANK, upon its receipt of the Affidavit of the payee of a Second-endorsed check affirming the forgery of the payee's endorsement or lack of payee's authorization for another party to negotiate the check, to debit from the Account/s such amount/s as shall be sufficient to answer for all sums that may be claimed against the BANK arising from its acceptance of Second-endorsed Check/s from the CLIENT.
6. **Stale Checks.** Any check that is deposited with or presented to the BANK for payment six (6) months from its date ("Stale check") shall not be accepted.
7. **Returned Checks.** The BANK is under no obligation to notify the CLIENT, before returning to the collecting or negotiating BANK (thru PCHC/BSP Clearing House), checks drawn on it and which cannot be accepted because of insufficiency of funds, rejection by the CICS or technical defects, e.g., post-dated, amount in words and figures differ, etc. or any other

justifiable reason. Neither has the BANK any obligation to inform the CLIENT about the return or dishonor by the payor institution of any check deposited or negotiated by the CLIENT with the BANK. The BANK shall not be held liable for not informing the CLIENT of any check returned by or returned to the BANK for whatever reason. Returned checks may be subject to applicable charges which will be debited from the CLIENT's account in accordance with existing PCHC rules and regulations.

8. **Withdrawals/Fund Transfers.** All withdrawals/fund transfers at the Bank must be made by the CLIENT by filling out the prescribed form and shall only be allowed against cleared balances. Withdrawal/fund transfer through client's authorized signatory/ies shall be allowed by the BANK upon presentation of an authorization letter from the CLIENT and valid identification documents of both the CLIENT and its authorized signatory/ies, which shall be verified and validated by the BANK. The BANK reserves the right to refuse any withdrawal/fund transfer request if the results of document and signature verification are unsatisfactory.

9. **Improperly Handled Accounts.** An Account will be automatically closed by the BANK without need of prior notification to the CLIENT in case the Account is mishandled by: (a) the issuance of unfunded or insufficiently funded check/s without prior arrangement with the BANK; and/or (b) if any documents or information are not submitted within the required/regulatory periods. In such an event, notice by registered mail or email shall be forwarded to the CLIENT at its address indicated in the BANK's records. The BANK's Manager's Check for the balance of its Account shall be issued and must be claimed by the CLIENT upon notification by the BANK of the availability of the said Manager's Check. In case of checking accounts, the CLIENT agrees to return to the BANK any unused checks it may have in its possession prior to the release of the Manager's Check. Improperly handled accounts maybe reported to BAP which may affect the CLIENT'S chances to open a checking account in the future.

10. **Temporary Holding of Accounts.** In cases where: (i) there is a claim or dispute relating to the Account, or (ii) there are conflicting claims or representations causing or threatening to cause confusion or doubt as to the ownership of, or manner of operating the Account, or (iii) the BANK receives contradictory instructions, written or otherwise, or any instruction not to allow a signatory to operate the Account, or (iv) cancelled remittance, remittance subject of a stop payment request or subject to further verification, or (iv) there exists or occurs circumstances or events analogous or similar to any of the foregoing. The BANK shall have the right, in its sole discretion, but without any obligation to do so, to place a temporary hold on the Account and/or take any necessary action, including but not limited to, the filing of interpleader suits, any of which acts performed by the BANK are hereby expressly authorized, confirmed and ratified by the CLIENT. For this purpose, the CLIENT hereby agree to fully

indemnify and hold the BANK, its directors, officers, employees, and representatives free and harmless against any and all liabilities including civil, criminal or administrative liabilities, which the BANK, its directors, officers, employees and representatives or any of them may incur or suffer in connection with the BANK's act of temporarily placing a hold on the Account or the pursuit of any such action which the BANK, at its option, considers appropriate including the filing of interpleader suits.

11. **Authority to Hold/Closed the Account Due to AMLA Violation**

The BANK is authorized, without notice to or consent of CLIENT, to hold, debit and/or close the account in case of fraudulent acts of whatever kind and nature including, but not limited to, misrepresentation, the submission of false, forged, or misleading documents or information, occurrence of suspicious transactions without proper justification and supporting documents, the BANK found out that the CLIENT was reported as a watch-listed account, listed in the sanction list, or has been deemed as a terrorist or part of a terrorist group, or part of any illegal activities/groups, failure to update the personal information, identity documents, and other documentary requirements as may be requested by the BANK in compliance with the Anti-Money Laundering Act and its Implementing Rules and Regulations and Bank's Internal Policies and Procedures. In such cases, the BANK shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of the hold-out, debit or closure of the said account.

12. **Closure of Account.** The BANK reserves the right, at its sole discretion, to close any or all of the CLIENT's Account/s with the BANK for any reason whatsoever, at any time and without prior notice or obligation to disclose the reasons for such closure to the CLIENT. The BANK is authorized to close the Account/s even without prior notice in case said Account/s are: (a) mishandled by the issuance of unfunded or the issuance of unfunded or insufficiently funded check(s); or (b) involved in or used or suspected to be used for any fraudulent, criminal or unlawful activities; or (c) there was misrepresentation(s) in the in the opening of the said Account/s and to report such closure and the reason(s) therefore to BAP, BSP or to any central monitoring entity or body established by the BAP or BSP to keep record of and report mishandled deposit account: or (d) if in cases where there is no deposit balance therein at any time, or when it is conducted in any other manner not satisfactory to the continued existence of the Account/s will prejudice the BANK's interest in any way. In the event an Account is closed (for any reason), the BANK is further authorized to report such closure and the reason/s therefore to the Banker's Association of the Philippines (BAP), Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council (AMLC), U.S. Internal Revenue Service (IRS) and/or other appropriate government agency, office or body. The BANK shall not be

liable for damages, claims and demands of whatever kind or nature, in connection with or arising from: (a) the closing of an Account; and/or (b) the dishonor of any check thereunder which may be presented to the BANK after closure of the Account; and/or (c) the reporting by the BANK of the Account closure and the reason/s therefore to the BAP, BSP, AMLC, US IRS and/or other appropriate government agency, office or body.

13. **Checkbooks.** The BANK furnishes Checkbooks within a reasonable time after a request and payment therefore is made by the CLIENT. The CLIENT shall exercise care in requisitioning for additional checkbooks. The CLIENT agrees that provided the BANK exercises reasonable diligence in determining the genuineness of the CLIENT's signature on the requisition for checkbook, the BANK may assume that the bearer of the requisition for checkbook form is the authorized representative of the CLIENT. It is incumbent upon the CLIENT 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. Any lost unissued check or booklet shall be reported immediately to the BANK using the Stop Payment Form. The use of Magnetic Ink Character Recognition (MICR) checks printed or secured from entities other than those accredited by the BAP Accreditation Board shall constitute a waiver on the part of the CLIENT of its rights to claim for reimbursement/refund or damage of any kind arising therefrom.
14. **Stop Payment.** Should the CLIENT desire to stop the payment of any check issued against its Account, complete instructions fully identifying the check should be communicated to the BANK in writing using the BANK's form. The CLIENT shall furnish the BANK with any further documents necessary for the purpose of effecting the CLIENT's instruction. The Stop Payment Order shall be effective for one (1) year only from the date of receipt of the order, renewable upon execution of another Stop Payment Order. Therefore, the CLIENT must, at all times, exercise care in handling and issuing checks to preclude possible losses.
15. **Statement of Account.** Monthly Statements of Accounts (SOAs) shall be issued on current account of the CLIENT. No SOAs shall be issued on passbook-based and ATM-based savings and special savings account. The SOAs shall be delivered at/mailed to the CLIENT's last known address on file or emailed to the CLIENT's designated email address if enrolled in the BANK's electronic channels. (Images of negotiated checks will be provided to the CLIENT as part of the SOA.) The CLIENT should promptly notify the BANK's Customer Service at ysb.customerservice@yuantacom.ph of non-receipt of SOAs. Any exceptions or questions on the statement or advice rendered should be reported to the BANK within thirty (30) calendar days from date of receipt thereof, otherwise, the CLIENT shall be deemed to accept the

correctness of the statement or advice. SOA of joint accounts shall be sent to all of joint depositors.

16. **Passbook.** The passbook is non-negotiable, non-transferrable and non-assignable. No entries other than those affected by the BANK itself shall be recorded in the passbook. In the event of any discrepancy between the entries in the passbook and those appearing in the records of the BANK, the latter shall prevail. The CLIENT agrees to give extra care to the passbook/placement confirmation issued by the BANK for the Account/s. Lost, stolen or destroyed passbooks shall be immediately reported by the CLIENT to the Branch where its account is maintained. A new passbook shall be issued provided the requirements of the BANK are complied with. The BANK shall not be liable and obliged to replace the lost or stolen placement confirmation of the CLIENT regardless if such is reported by the CLIENT to the BANK. Any claim of erroneous entry on the passbook/placement confirmation must be made by the CLIENT before leaving the BANK premises or on the occasion when the entry is made. All erroneous entries posted on the passbook/placement confirmation should be immediately reported; otherwise, the BANK shall be relieved from any responsibility in connection therewith.
17. **Interest.** Savings Accounts, whether in local or in foreign currency, will earn interest at a rate determined by the BANK, computed on the basis of its average daily balance and compounded monthly as described in the attached Table of Interest Rate, provided the required minimum daily balance is maintained. Any Savings Account will be credited monthly for the interest earned. However, no interest will be paid on any Savings Account whenever for ten (10) years there shall have been no deposit, withdraw or presentation of passbook or any transaction on the Account. Interest on special savings account deposits and the terms of payment thereof shall be as indicated in the respective passbook covering the special savings deposits. Initial interest on the special savings deposit shall be at the rate indicated on the passbook upon. No consent or confirmation, with respect to the change in the interest rate, shall be required from the depositor, Provided the change in interest rate is posted in the BANK's official website and/or conspicuous place of the BANK's premises.
18. **Dormant Accounts.** A Savings Account without any transactional activity (e.g. deposit, withdrawal, encashment, fund transfer, debit-credit advice, with standing instructions) for two (2) years and a Current Account without any transactional activity for one (1) year shall be classified as dormant. Dormant accounts that are below monthly maintaining balance may be subject to services charges. A CLIENT with a dormant account shall not be allowed to transact until this is reactivated. The CLIENT may reactivate a dormant account by going personally to the Bank and submitting the documents required by the BANK. Accounts remaining dormant for more than ten (10) years may be

escheated in favor of the Philippine government as provided by law.

19. **Minimum Balance.** A minimum monthly average daily balance (ADB), as set by the BANK, must be maintained by the CLIENT. Accounts falling below the required minimum monthly ADB shall be subject to service charge/s. The BANK reserves the right to change the minimum monthly ADB or service charges. Notice of such change may be posted at the BANK's website or by posting at the BANK's premises.
20. **Service/Maintenance Charges.** The Account/s, whether active or dormant, shall be subject to service and maintenance charges (the "Charges") as set by the BANK. The BANK reserves the right to impose new Charges and change existing Charges within the limits allowed by law or pertinent regulations. Such Charges shall be deducted from the Account/s and the BANK shall not be liable for the dishonor, as a result thereof, of checks, drafts, notes or other instruments because of insufficient funds.
21. **Early Closure.** If the CLIENT applies for termination or closure of its Account within one (1) month from its opening, the CLIENT shall pay an Early Closure Fee (ECF), at the rate prevailing at the time of application, before the BANK effects the Account termination or closure. The BANK reserves the right to automatically deduct from the Account the amount for the payment of the ECF.
22. **Counterfeit Note.** The amount of any deposited note found to be spurious or counterfeit by the BANK or its depository BANK or any government authority shall be immediately debited or deducted from any or all Accounts of CLIENT, whether in the Philippine Peso or in foreign currency, without need of prior notice to the CLIENT, whether or not the counterfeit note is returned to the BANK by its depository BANK or government authority. In case any counterfeit note is not returned to the BANK by its depository BANK, CLIENT shall not require the BANK to return the same to CLIENT and shall not hold the BANK liable for not returning the counterfeit note. CLIENT hereby acknowledges that the BANK's verification of any note and its acceptance thereof for deposit/placement /mode of payment for remittance or for any other transaction with it is not considered by CLIENT as the BANK's attestation to or confirmation of the authenticity of any such note.
23. **Joint Accounts** *(For Personal Accounts)*. All money deposited or to be deposited under a Joint Account by either both or all of the joint depositors for credit to their joint Account shall be received and held by the BANK on the understanding and upon the condition that said money so deposited is without reference to previous ownership, and all interests, dividends and credit thereon, shall be owned by the joint depositors equally or jointly. This joint ownership shall be binding on the joint depositors, their heirs, executors, administrators, and assigns. In the case of joint "AND" Accounts, withdrawal will

need the signatures of all the joint depositors or their respective duly appointed attorneys-in-fact authorized by their joint consent in writing. In the case of joint "OR" Accounts, withdrawals may be made by any or all of them, or of any or all of their respective duly appointed attorneys-in-fact as authorized by their joint consent in writing. Any payments made from these accounts under any of the foregoing circumstances shall be valid and shall completely release and discharge the BANK of any liability. No instruction for change or modification of this joint ownership or closure of the Joint Account/s shall be effected unless reduced in writing and signed by ALL joint depositors, whether in the case of joint "and" accounts or in case of joint "or" accounts. Provided, however, that an instruction from at least one of the "or" joint depositors shall automatically convert the "or" account to an "and" account and subject to withdrawal upon the signatures of all the joint depositors. The consent of all the joint depositors shall be required in case of transactions that will restrict the rights or interest of the depositors, such as assignment or voluntary lien/encumbrance of the account as security for any obligation. The provisions of Republic Act (R.A.) No. 3591, as amended, otherwise known as "An Act Establishing the Philippine Deposit Insurance Corporation, Defining its Powers and Duties and for Other Purposes", and the pertinent implementing regulatory issuances, shall govern the treatment of joint accounts for deposit insurance purposes.

24. **Conflict Among Joint Depositors** *(For Personal Accounts)*. In the event that the BANK is informed in writing: (a) that there is a pending case, claim or dispute relating to the Account; (b) that there are conflicting claims or representations causing or threatening to cause confusion or doubt as to the ownership of or the manner of operating the account; (c) that there are contradicting instructions on the Account; (d) there is a written instruction or request by any person, natural or judicial for the BANK put the Account on hold; or (e) any other analogous or similar circumstances, then the BANK is hereby immediately authorized to refuse to act on any instruction or to allow any withdrawal or to honor any check signed by any of the joint depositors until the BANK is presented with a certified true copy of the final and executory order or judgment by competent authority confirming the required authority or until a satisfactory arrangement is agreed by the parties, at the sole determination of the BANK. The BANK may also, at its sole discretion, close the account and thereafter issue a Manager's Check in the names of all of the joint accountholders to return the outstanding balance in the Account which may only be claimed by all the joint depositors altogether.
25. **Deceased Depositors** *(For Personal Accounts)*. If the BANK has knowledge of the death of the CLIENT, whether held alone or jointly with another, the BANK shall have the right to refuse any withdrawal from the said account until the identity and the right to claim of the heir/s or its authorized representative has been ascertained and upon submission of the following

requirements by the CLIENT's heirs, in addition to any other documents as may be required by the BANK:: (a) proof that the taxes imposed on the account have been paid; (b) proof that the claimants of the deceased are authorized to receive the funds, based either on judicial or extrajudicial settlement of the estate of the deceased; and (c) an heir's bond equivalent to the value of the account in favor of the BANK. Release of the funds in the account of a deceased client shall be in the form of Manager's Check (never in cash) payable to the heirs of the deceased or to the executor/administrator appointed by the court or by person designated by the court or by all the heirs in case of an extrajudicial settlement or any other person designated by all of them. Any withdrawal from the purpose of paying the expenses of the estate and the estate tax shall be made in accordance with the laws and regulations and subject to a final withholding tax of six percent (6%) of the amount to be withdrawn, provided that the withdrawal is made within one year from the date of death of the CLIENT.

26. **Payroll Accounts** (*For Personal Accounts*). If the CLIENT has a Payroll Account, the said Account shall be converted into a regular Savings/Current Account, without need of prior notice to or prior consent from the CLIENT, after the occurrence of either or both of the following events: (a) CLIENT's employment with the company which has a payroll arrangement with the BANK (Employer) ends or its terminated by the CLIENT or by the Employer for any reason; and/or (b) The arrangement between the Employer and the BANK for a payroll arrangement ends or is terminated, whether by the BANK or by the Employer or by both of them, likewise for any reason. After the conversion of the Payroll Account into a regular savings/current, the CLIENT shall become bound by the terms and conditions governing the opening of a regular account including, but not limited to, the maintenance of a minimum balance and the payment of all applicable fees and charges.
27. **Change of Signatories** (*For Corporate Accounts*). It shall be the responsibility of the CLIENT to inform the BANK in writing of any changes in its authorized signatories. The BANK has the right to rely upon authorization/resolution/certification indicated in the BANK's records and any and all acts done and transactions made by signatory/ies identified thereat shall be valid, binding and effective upon the Deposit until and unless the BANK has received the notarized and original copy of the authorization/resolution/certification expressly superseding /invalidating the previous one.
28. **Conflicting Authorized Signatories** (*For Corporate Accounts*). In the event that the BANK is informed in writing: (1) that there is a pending case, claim or dispute relating to the Account; (2) that there are conflicting claims or representations causing or threatening to cause confusion or doubt as to the ownership of or the manner of operating the account; (3) that there are contradicting instructions as to who are the authorized signatories of the Account; (4) there is a written instruction or

request by any person, natural or juridical, for the BANK put the Account on hold; or (5) any other analogous or similar circumstances, then the BANK is hereby immediately authorized to refuse to act on any instruction or to allow any withdrawal or to honor any check signed by any officer/s of the Corporation until the BANK is presented with a certified true copy of the final and executory order or judgment by competent authority naming the authorized signatory/ies of the CLIENT or until a satisfactory arrangement is worked out, at the sole determination of the BANK. The BANK may also, at its sole discretion, close the account and thereafter issue a Manager's Check in the name of the Corporation to return the outstanding balance in the Account which may only be claimed by the duly authorized representative/s of the Corporation named in the certified true copy of the final and executory order or judgment naming the authorized signatory/ies of the CLIENT or until a satisfactory arrangement is worked out, at the sole determination of the BANK.

29. **Customer Information and Signature Update.** The CLIENT hereby agrees to update its customer information and signature every three (3) years or sooner when required by the BANK. Any changes in specimen signatures or authorized signatories shall only be accepted upon receipt by the BANK of a written request from the CLIENT acceptable to the BANK.
30. **Authority to Disclose.** The CLIENT hereby authorizes the BANK or its duly authorized personnel to disclose its information to any of the offices, branches, subsidiaries, agents and representative of the BANK and third parties selected by any of them, wherever situated, for use in connection with the provision of any service or product relating to the CLIENT's account(s) (including data processing and storage, anti-money laundering monitoring, reviewing and reporting, statistical and risk analysis purposes). In addition to foregoing, the CLIENT hereby authorizes the BANK and any branch, subsidiary, affiliate, agent, representative, third party or its duly authorized personnel to transfer or disclose to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, Bureau of Internal Revenue, the U.S. IRS, or such other relevant regulatory agency and their duly authorized representative, any information in relation to the Account/s with the BANK as may be required by law, regulation, or agreement. Likewise, the CLIENT hereby authorizes the BANK or its duly authorized personnel to disclose to its foreign and local correspondent BANKs the information specified herein (and such other additional information provided to the BANK by the CLIENT) for purposes of satisfying the requirements of the latter in relation to the processing, anti-money-laundering monitoring review, investigation, and audit of the transaction on the CLIENT's present and future Accounts. Likewise, if the CLIENT avails of the BANK Remittance Channels, the CLIENT hereby authorizes the BANK or its duly authorized personnel to disclose its information to third party tie-ups and other institutions the information provided herein and any additional information provided to the BANK by the CLIENT for the purpose of

facilitating the processing of the remittance and complying with anti-money laundering monitoring review and transactional audit requirements. Finally, the CLIENT hereby authorizes the BANK to disclose to third-party auditors, information provided to the BANK for purposes of satisfying requirements related to anti-money laundering and counter-terrorist financing monitoring, review, investigation and audit of the said transaction. The CLIENT agrees to indemnify and hold the BANK free and harmless, including its officers, directors, employees and representatives, against any and all disputes, claims, demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the CLIENT in respect of or in connection with the information provided in relation to the Accounts, and the consent herein granted.

31. **FATCA Declaration.** If the CLIENT is a holder of FATCA reportable account/s (i.e., US Person, Non-Participating Financial Institution, Passive Non-Financial Foreign Entity with U.S. Controlling Person/s), the CLIENT shall identify itself as one, provide the BANK with its U.S. TIN, if applicable, and comply with all information and documentary requirements under the Intergovernmental Agreement between the Philippines and the United States of America and all other applicable laws and regulations. Failure to submit said documents and information, may result in withholding of legally mandated amount/s and/or or closure of the CLIENT's Account/s. CLIENT hereby declares under penalty of perjury that: (a) All information provided are true and correct; and (b) CLIENT agrees to waive BANK secrecy, privacy or data protection rights related to the CLIENT's Account/s in compliance with and if mandated by FATCA.
32. **Withholding.** The CLIENT hereby authorizes the BANK to withhold any and all taxes/amounts in accordance with applicable local and foreign laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies.
33. **Request for Copies of Documents.** The BANK reserves the right to deny any request of the CLIENT for a copy of any document or record kept or to be kept by the BANK on any transaction on the Account/s in certain cases which may limit the right to access by the CLIENT in accordance with existing data privacy rules and regulations. For checks processed through the CICS, the CLIENT may request to view the physical check provided such request is made within the 6-month period the BANK or the presenting BANK is required to retain the same under PCHC guidelines (i.e., from negotiation and/or deposit of the check for clearing), and subject to a processing fee (if any). The CLIENT agrees that it shall not compel the BANK to produce any document or its copy and that it shall not hold the BANK liable for any damages or costs for not producing any requested document or copy thereof if the limitation imposed by the BANK is in accordance with existing data privacy rules and regulations.

34. **Security for Obligations.** The BANK is hereby authorized to apply, at its option, to the payment of any or all obligations of the CLIENT under or arising from the Account/s or the items placed in deposit therein, or any other transaction with the BANK now existing or hereafter contracted by the CLIENT including loans, interest, penalties, charges, and other receivables from it, whether or not covered by promissory notes or other credit agreements, all moneys under the Account/s or from proceeds from the sale of securities and things of value which may be in its hand on deposit or otherwise, belonging to the CLIENT 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. The BANK shall not thereafter be liable for withholding or applying to the payment of said obligations any or all amounts under the Account/s or for the dishonor of checks, notes, drafts or other instruments for insufficiency of funds or other consequences of the foregoing. The BANK is hereby authorized to debit the Account/s any time such amount/s as shall be established by the BANK as improper or excessive or erroneous credit/s thereto.
35. **Insufficient Balance.** In the event there is no outstanding or no sufficient balance under any or all Accounts of CLIENT to answer for any questioned Second- endorsed check, or of a counterfeit note, or of any other obligation of the CLIENT arising from any transaction under its Account/s, the CLIENT shall immediately pay the BANK said full amount or the deficiency, as the case may be, upon the BANK's demand, without prejudice to the BANK's right to seek other legal remedies.
36. **Excess or Erroneous Credit.** Any excess or erroneous credit posted to the CLIENT's Account/s shall be debited against this Account and/or the other Accounts of the Accountholder of any currency. The CLIENT hereby authorizes the BANK to automatically debit any over credit, erroneous credit or misposted amounts from the Account/s without need of notice or demand.
37. **Fraudulent or Unauthorized Transactions.** The Bank, to the extent allowed by existing laws, rules and regulations, shall provide necessary assistance to the CLIENT, including the provision of relevant information (e.g. contact details, emails), relating to fraudulent or unauthorized transactions on the Account/s.
38. **Indemnity.** The CLIENT shall indemnify the BANK, and/or its directors, officers and personnel upon demand, for all losses, damages and expenses it or any of them may suffer or incur, arising from or in connection with the acceptance of deposits to the Account/s or the processing of any transaction applied for or requested by the CLIENT, or for not honoring any instruction or check issued by the CLIENT or for closing any Account/s under the circumstances provided herein.

39. **Attorney's Fees and Costs/Venue.** In the event the BANK is compelled to institute judicial or extra-judicial action or proceedings to enforce collection of any indebtedness arising out of this Agreement, the CLIENT agrees and shall be bound to pay the BANK an additional amount equivalent to twenty percent (20%) of the total amount due, but in no case less than Five Thousand Pesos (P5,000.00) including accrued interest, as attorney's fees, in addition to cost of suit. The CLIENT irrevocably consents that any legal action, suit or proceedings arising out of or relating to this Agreement may be instituted at the option of the BANK in any competent court in Makati City. The foregoing, however, shall not limit or be construed to limit the right of the BANK to commence proceedings against the CLIENT in any other proper venue.
 40. **Applicable Rules and Regulations.** 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 the Account/s. The Account/s are also subject to such regulations, terms and/or conditions as may be imposed by BSP, AMLC, BAP, U.S. IRS, and other regulatory agencies relative to the establishment and operation of the Account/s.
 41. **Amendment.** The BANK reserves the right to amend these Terms and Conditions at any time and without need of prior or subsequent notice of changes to the CLIENT if the amendments is directed by the Bangko Sentral to take effect immediately or unless otherwise provided in existing laws, rules and regulations. Amendments or changes may be posted at any conspicuous place at the BANK's premises or through the BANK's official website, or other means of communication, electronic or otherwise. Provided further, that the BANK shall send complementary individual notices to the CLIENT if the amendments pertain to new fees or charges on the account of the CLIENT. Notices shall be sent to the CLIENT's last known postal address or e-mail address or contact number either through postal or registered mail, courier delivery, electronic mail, text messages, telephone calls or other alternative modes of communication, as may be elected by the client.
 42. **Confirmation of Accounts.** At least once a year, the internal auditing staff shall, without need for further conformation or instructions from the CLIENT, confirm by direct verification with BANK clients, the following:(a) Balances of loans and credit accommodations of borrowers; (b) Deposit account balances particularly new deposit accounts, dormant accounts and closed accounts; (c) Balances of and/or liabilities arising from Treasury placements or investments; (d) Outstanding balances of receivables/payables.
 43. **Separability Clause.** If any or some of the terms and conditions herein is declared invalid or unenforceable, the rest of the provisions will not be affected thereby.
 44. **Interpretation.** As used herein, the word "CLIENT" applies to the corporation and shall include its neuter form, whenever appropriate.
 45. **Notices and Communications.** The CLIENT hereby agrees that the BANK and its offices, branches, subsidiaries, affiliates, agents, representatives and authorized third parties may send or communicate with the CLIENT via SMS, email and/or other means available in the future for reminders, notices, promotional advertisements /campaigns, from time to time concerning the Account/s of the CLIENT and other BANK products and services. Any inquiries, complaints or requests of the CLIENT shall be communicated to the BANK's Customer Service via phone at +63-2-8845-3838 or via email at ysb.customerservice@yuanta.com.ph or by visiting the BANK's Head Office at Ground Floor, Chatham House Building, 116 Valero corner Rufino Streets, Salcedo Village, Makati City where its Account/s is maintained. The BANK is regulated by Bangko Sentral ng Pilipinas (BSP). Similarly, CLIENT/s may also submit the written complaint through postal mail, email, fax, or visit the Bangko Sentral ng Pilipinas (BSP) Consumer Assistance Desk, Multi-story Building, G/F BSP Complex, Ermita Manila:
Telephone Number: (02) 8708-7087
Fax Number: (02) 8708-7088
E-mail Address: consumeraffairs@bsp.gov.ph
- The CLIENT/s hereby agrees that all notices and communications are deemed to have been duly received by the CLIENT if hand delivered to or sent by registered mail to the registered business address of the CLIENT as indicated herein or subsequently provided to the BANK, or if sent to the CLIENT's corporate email and/or by other means available in the future. CLIENT/s also agrees that it will be deemed notified of any changes in relation to its account/s if such changes are either duly posted in conspicuous places in the BANK's premises, published in a newspaper, sent by registered mail, sent by SMS or sent by email or other means available in the future.
46. **PDIC Provisions.** Deposit accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum amount of One Million Pesos (Php1,000,000.00) per depositor. All PDIC laws, rules and regulations on deposit insurance shall apply.
 47. **Coverage of Terms and Conditions.** All the terms and conditions above apply to all deposit Account/s whether existing now and/or to be opened hereafter.
 48. **Governing Law.** These terms and conditions are governed by the laws of the Republic of the Philippines.
 49. **Annex A.** Deposit Product Features & Interest Rates
 50. **Annex B.** Deposit Service Charges & Fees

I/We, by signing herein below, agree to the Terms and Conditions set forth herein governing my/our deposit account/s with Yuanta Savings Bank. I/We further confirm that I/we have received a copy of these Terms & Conditions consisting of 50 provisions in 8 pages.

ACCOUNT NAME _____

Client/Authorized Signatory. Name & Signature

CIF : _____ Date _____

Client/Authorized Signatory. Name & Signature

CIF : _____ Date _____

Client/Authorized Signatory. Name & Signature

CIF : _____ Date _____

Client/Authorized Signatory. Name & Signature

CIF : _____ Date _____

Client/Authorized Signatory. Name & Signature

CIF : _____ Date _____

Client/Authorized Signatory. Name & Signature

CIF : _____ Date _____

Customer Number:

Authenticated by / Date

Verified by / Date

Checked by / Date