

DENAITTANCE ADDI ICATIONI EODA

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PNB Branch:		or Other Bank	c:					
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count No. Maintained with PNB Los Angeles Branch								
JSTOMER INFORMATION:								
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Home Phone Number:				Office	e Phone	Number	:	
Email Address:					Mobile	Number	:	
Date of Birth:					Oc	cupation	:	
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Employer's Name/Address/Tel #:								
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R. P. Passport No.	issued on			at		E	xpiry Da	
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(State whether from salary, accumula	ted savings, borr	owed tunds or	others) 1	•		Fee:	
If employed, state number of years:					Amo	ount Enc		
						FX Rate		PHP
I have read and agreed to the Terms and Conditions stated on page 3.								
I have read and agreed to the Terms and Condition	s stated on page a	3.						
(Date)					()	Remitter's S	Signature)	
	FOR	BANK USE O	NLY					

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FNGLISH

DECLARATIONS

Remittance fees are subject to change without prior notice. Rapid Remit applies only to accounts maintained with on-line PNB branches and is subject to power failures, computer maintenance and calamities or fortuitous events in the Philippines. Check payments are subject to clearing. The exchange rate applied is based on the rate on the date of actual receipt of the check.

US dollar note withdrawals from US dollar accounts maintained with Philippines branches of PNB are subject to the availability of US Dollar notes at the time of withdrawal. PNB may require prior notice of such withdrawal.

TERMS AND CONDITIONS

By placing a funds transfer order with PNB - Los Angeles Branch ("PNB LA" &/or "PNB Los Angeles" or "PNB"), you agree to the following terms and conditions.

You warrant that you have good title over said checks and/or postal money order and the same are represented by sufficient funds.

Your postal money order, certified or personal check payable to Philippine National Bank will be accepted subject to PNB's policy on clearing of checks for remittance purposes before your money will be sent to the Philippines.

In the event the check and/or postal money order is returned and/or found out to be forged, you agree to reimburse PNB the face amount of the check and/or postal money order immediately upon notification by PNB.

You agree to indemnify and hold PNB harmless against any and all claims, demands, expense (including attorney's fee), losses or damages of third parties arising from this agreement or the services provided herein.

You may request that the funds can either be deposited to a particular account at the recipient bank or that the funds be held at the recipient bank for your beneficiary. The recipient bank will be responsible for following your instructions and of notifying the recipient that the funds are available. If you identify recipient by name and account number, the recipient's bank may pay the funds to the person identified by the account number, and your payment will be final even if the account number provided does not correspond to your recipient. In case of remittances for credit /deposit to other Bank's account, a bank-end fee may be collected by the other bank, which amount of fees may be based on said other bank's current and existing rate.

You may recall or amend your funds transfer order only if we receive such request at a time that provides us a reasonable opportunity to act upon your request and if the funds have not already been made available to your recipient, or the recipient bank otherwise agrees to recall or amend your funds transfer order. If you decided that you do not want the funds transferred, PNB Los Angeles will first have to check with the recipient bank to determine whether the recipient bank can return your funds. If the recipient bank confirms that the funds are returnable and the funds are returned to PNB Los Angeles by the recipient bank, PNB Los Angeles will return the funds to you. Amendment fee may be collected by the bank on the following: i) change of Beneficiary; and, ii) change in the amount of remittance.

The amount that is returned to you may be less than what you originally transferred because of service charges of the recipient bank or PNB Los Angeles Branch. Your refund will be in U.S dollars. If your funds transfer was in a foreign currency, your U.S. dollar refund will be at the exchange rate on the date of the refund.

While we will handle your funds transfer order as expeditiously as possible, you agree that PNB Los Angeles Branch will not be responsible for any delay, or non-delivery to a beneficiary, failure to execute or misexecution of your order due to circumstances beyond PNB Los Angeles Branch's reasonable control, including without limitation, any accuracy interruption, delay in transmission, whether caused by strikes, power failure, equipment malfunctions, or acts or omissions of any intermediary bank or recipient bank. PNB LOS ANGELES BRANCH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER.

PNB Los Angeles Branch reserves the right to reject your funds transfer order. PNB la may reject your order if you have no sufficient fund available in your account, if your order is incomplete or if PNB is unable to fulfill your order for any other justifiable reason.

Estimated delivery/available dates of Cash remittance:

- Rapid Remit (Credit to PNB Account) **Credit Online Credit Online** •
- Global Filipino Card
- Credit to Other Banks (Peso & Dollar) • 3 banking days 1 banking day
- Advise and Pav (Peso only)
 - Cash door-to-door delivery, where funds are delivered at the residence or place indicated by the remitter, normally takes:
 - 3 days for Metro Manila 0
 - 5 days for nearby provinces 0 0
 - 7 days (from date of receipt/processing) for critical areas in the province

Check payments are subject to the following clearing period:

- LA Checks / Money Orders 4 banking days 1.
- Out of State Checks 6 banking days 2.

You can cancel for a full refund within 30 minutes of payment, unless the funds have been picked up by the intended recipient or beneficiary and/or delivered or deposited to the beneficiary's account. To cancel a future-dated transaction (i.e., remittance paid thru check), you must contact us at least 3 business days before the scheduled transfer date to avail of a full refund.

Remittance Transfer Error Resolution. If the bank receives oral or written notice from you within 180 days of the promised date of delivery that an error occurred with respect to a remittance transfer, including the amount of currency subject of the transfer that was to be sent to the designated recipient of the remittance transfer, using the values of the currency into which the funds should have been exchanged, but was not made available to the designated recipient in the Philippines, the bank shall resolve the error and investigate the reason for the error, as follows:

Not later than 90 days after the date of receipt of a notice from you, the bank shall, as applicable to the error and as designated by you -

- i. refund to you the total amount of funds tendered by you in connection with the remittance transfer which was not properly transmitted;
- ii. make available to the designated recipient/beneficiary, without additional cost to the designated recipient or to you, the amount appropriate to resolve the error;
- iii. provide such other remedy, as determined appropriate by rule or regulation by Regulators for the protection of senders; or
- provide written notice to you that there was no error with an explanation responding to your specific complaint. iv.

In no event shall PNB Los Angeles be responsible for any consequential or incidental damages or expenses in connection with your order. Any claim for interest payable by PNB Los Angeles Branch shall be based on the prevailing savings account interest rate of PNB Los Angeles Branch.

This agreement will be governed by the laws of the State of California and the United States federal law, as applicable. If you have any question regarding your remittance transaction/s, please contact the bank at the following address and telephone numbers:

> Philippine National Bank, Los Angeles Branch 3435 Wilshire Blvd., Ste 104 Los Angeles 90010 Tel #213-926-8227 Attn: General Manager or Operations Head

Email: pnblagroup@pnb.com.ph; Web: www.pnb.com.ph/losangles

For further queries regarding remittance transfers or complaints, you may contact the California State - Department of Business Oversight at telephone number : 1 (866) 375-2677 for banking related questions, www.dbo.ca.gov; or the Consumer Financial Protection Bureau - 1(855) 411-2372; 1(855) 729-2372 (TTY/TDD); www.consumerfinance.gov



APLIKASYON PARA SA PAGPAPADALA

			na Danakat		
Sangay ng PNB:			ng Bangko:		
		ro ng Account:			
F	Pangalan ng Benepisyaryo				
	Tirahan ng Benepisyaryo	:			
	Numero ng CellPhone	:			
Numero ng Account sa PNB Lo	os Angeles:				
mpormasyon ukol sa Kliyente		agalan.		Citnang Analyid	
Apelyido:	Pd	ngalan:		Gitnang Apelyid	0:
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Email Address:				ng Cell Phone:	
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MGA PAHAYAG

Ang mga halagang sinisingil ng PNB para sa serbisyong pagpapadala ay maaaring magbago nang walang abiso. Ang RAPID REMIT ay ginagamit lamang sa mga accounts na nakadeposito sa mga sangay ng PNB sa Pilipinas na naka-online. Ang pagpapadala sa pamamagitan ng RAPID REMIT ay maaaring maantala sanhi ng alinman sa mga sumusunod na pangyayari: a) hindi inaasahang pagkawala ng kuryente ; b)mga kalamidad o di inaasahang kaganapan sa Pilipinas; c) biglaan o nakatakdang pagaayos/pagpapanatili ng kundisyon ng mga computer system ng PNB; o d) pagkasira ng sistemang pangkomunikasyon o kagamitang pangkomunikasyon. Ang tseke na ibinayad ay dapat dumaan sa clearing. Ang halaga ng palitan na susundin ay batay sa petsa ng aktwal na pagtanggap ng tseke.

U.S. Dollar Currency withdrawals mula sa mga account na nakadeposito sa mga sangay ng PNB sa Pilipinas ay nakasalalay sa pagkakaroon ng sapat na pera sa currency na nais kunin. Upang hindi maantala ang serbisyong pagpapadala, magbigay po ng paunang abiso sa PNB kung nais mag-withdraw ng pera sa ibang currency.

MGA ALITUNTUNIN AT KUNDISYON

Kapag ikaw ay nagpadala ng pera sa Pilipinas sa pamamagitan ng serbisyong padala ng PNB - New York Branch ("PNB LA" &/or "PNB Los Angeles" or "PNB"), ito ay katibayan na ikaw ay sumasang-ayon sa mga sumusunod na alituntunin at kundisyon:

Ikaw ay nagpapatunay na ikaw ang may-ari ng tseke o postal money order. Ikaw rin ay nagpapatunay na ang tseke o postal money order ay may sapat na pondo.

Ang pagtanggap ng PNB sa iyong sertipikado o personal na tseke o postal money order ay nakasalalay sa pagtupad mo sa mga patakaran ng PNB ukol sa pag-clear ng tseke at sa pagpapadala bago iremit ang iyong perang padala sa Pilipinas.

Kung sakaling ibalik o napag-alamang peke ang tseke o postal money order na nanggaling sa iyo, pumapayag kang bayaran agad ang PNB para sa halaga ng tseke o postal money order sa oras na ikaw ay abisuhan ng PNB na ang iyong tseke o postal money order ay walang sapat na pondo o kaya ay peke.

Pumapayag kang bayaran ang lahat ng pinsala na maidudulot sa PNB na may kinalaman sa kasunduang ito o sa serbisyong pagpapadala na nakasaad dito, pati ang mga gastusin sa korte, sa abogado, o kaya ang pagkawala o pinsala sa ibang tao, na maaaring mangyari dahil sa pagpapatupad ng kasunduang ito o serbisyong ito, at iba pa.

Maaari mong hilingin na ipadala ang pera sa iyong benepisyaryo sa pamamagitan ng pagdeposito sa kanyang account sa ibang bangko o kaya sa pamamagitan ng paglaan ng perang pinadala mo para makuha ng benepisyaryo mo sa naturang bangko. Obligasyon ng bangkong tatanggap ng pera mo na sundin ang iyong utos at abisuhan ang iyong pinadalhan na pwede nang kunin ang iyong padala. Kung ikaw ay nagbigay ng pangalan at numero ng account na padadalhan, maaaring ibayad ng tatanggap na bangko ang iyong padala sa taong kilala sa numero ng account, at dito magtatapos ang transaksyon, kahit na ang pera ay nailagay sa ibang account o sa hindi angkop tumanggap ng pera. Ang iyong padala sa ibang bangko ay maaaring magkaroon ng karagdagang singil ayon sa kanilang umiiral na presyo.

Maaari mong bawiin o kaya baguhin ang halaga ng iyong padala kung kami ay naabisuhan sa tamang oras at hindi pa nakukuha ng iyong benepisyaryo ang perang pinadala, o kaya ang tatanggap na ibang bangko ay sumasang-ayon na ibalik o baguhin ang iyong padala. Kung sa inyong pasya ay gusto mo nang kanselahin ang transaksyon, kailangang linawin muna sa tumanggap na ibang bangko kung maaari pa itong ibalik. Kung nagpasya ang tumanggap na bangko na maari pa itong ibalik, ibabalik ng PNB Los Angeles ang pera sa iyo. Ang PNB ay maaaring maningil ng angkop na bayarin kung papalitan mo ang mga sumusunod: (i) pangalan ng tatanggap o benepisyaryo; o (ii) halaga na ipadadala.

Ang halaga ng pera na ibabalik sa iyo ay maaaring lumiit kaysa sa orihinal na pinadala mo. Maaaring may karagdagang singil ang ibang bangko o ang PNB Los Angeles sa mga transaksyong ganito. Ang iyong refund ay babalik sa iyo sa anyong dolyar (U.S.) kahit na ang iyong padala ay nasa ibang currency. Ibabalik ang iyong padala sa anyong dolyar (U.S.) sa halaga na batay sa umiiral na palitan nung araw kung kailan naibalik sa inyo ang perang pinadala.

Bagamat sinisikap naming ihatid ang iyong padala sa pinakamabilis na paraan at panahon, ikaw ay pumapayag na hindi mananagot ang PNB Los Angeles sa kahit na anong paraan kung sakaling maantala ang pagpapadala o kaya ay hindi ito maihatid sa benepisyaryo o tatanggap, o hindi magawa ang iyong utos o sa ibang paraan nagawa ang iyong utos sa kadahilanan o pangyayaring hindi saklaw ng PNB Los Angeles, pati rin ang iba't-ibang dahilan ng pagkakaantala tulad ng, at hindi limitado sa, pagkaantala sa pagbatid ng kawastuhang halaga o detalye ng pagpapadala, pagkaantala sa pagpapadala dahil sa pagwelga, pagkawala ng kuryente, pagkasira ng mga sistema o kagamitang pangkomunikasyon o sa pagkakamali ng sino man sa tagapamagitan o tatanggap na bangko. WALANG GARANTIYA O PANGAKO O PANANAGUTAN ANG IBINIBIGAY NG PNB LOS ANGELES. IPINAHIWATIG MAN O HINDI. SA ANO MANG PANGYAYARI.

Maaaring tanggihan ng PNB Los Angeles ang iyong utos na pagpapadala ng pera kung wala kang sapat na pondo sa iyong account, o kung ang iyong utos ay kulang o di malinaw, o hindi namin kayang tuparin ang iyong utos sa ano mang ibang makatwirang kadahilanan.

Tinatayang araw kung kailan maaaring matanggap ng benepisyaryo ang salaping pinadala ng nagreremit:

- Rapid Remit (Kredit sa PNB account) Kre Global/Pandaigdigang Filipino Kard Kredit Online Kredit Online •
- Kredit sa ibang bangko (Peso o Dollar) 3 na araw na bukas ang bangko
- 1 na araw na bukas ang bangko Pag-abiso at Pagbayad (Peso)
- Sa paghahatid ng salapi sa pamamagitan ng door-to-door, kung saan ang pera ay ihahatid sa bahay o sa lugar na itinutukoy ng remiter, karaniwang maihahatid sa benepisyaryo ang padala sa loob ng sumusunod na araw:
 - 3 na araw kung sa Metro Manila 0
 - 5 na araw kung sa malalayong lalawigan 0 Kung sa mga kritikal o delikadong lugar sa lalawigan, hanggang 7 na araw mula sa petsa kung kailan natanggap ng PNB ang padala 0

Ang tsekeng ibinayad ay isasailalim sa mga sumusunod na "clearing periods"

- LA na tseke / "Money Order" 4 na araw na bukas ang bangko
- 2. Tseke sa labas ng estado ng Los Angeles 6 na araw na bukas ang bangko

Maaari ninyong kanselahin ang inyong padala sa loob ng tatlumpong (30) minuto pagkatapos ninyong magbayad, maliban na lang kung ang inyong padala ay : (a) nakuha na o naihatid na sa tatanggap, o (2) naideposito na sa account ng tatanggap sa ibang bangko. Para kanselahin ang inyong padala na binayaran sa pamamagitan ng tseke, mangyari po lamang na makipag-ugnayan sa amin ng hindi bababa sa tatlong araw bago ang nakatakdang petsa ng pagpapadala upang makakuha ng buong refund.

Kung nakatanggap ang PNB ng pakikipag-usap o liham mula sa inyo sa loob ng 180 na araw mula sa pinangakong paghatid ng padalang pera at ito ay dahil sa may mali sa padalang pera, katulad ng mga sumusunod:

- Mali ang halaga ng perang pinadala;
 - Ginamit ang halaga ng pera na dapat ayon sa palitan pero hindi ito naibigay sa itinakdang tao na tatanggap ng pera sa Pilipinas;

Lulutasin ng bangko ang mga mali at magkakaroon ng imbestigasyon kung bakit may mali.

Sa loob ng 90 na araw mula nang matanggap ang abiso mula sa inyo, gagawin ng PNB Los Angeles ang angkop na solusyon para itama ang pagakakamali ayon sa pagkakamali na ito at batay sa iyong ninanais na aksyon, katulad ng mga sumusunod:

- ibalik sa iyo ang buong halaga ng perang ibinayad sa pagpapadala kung ito ay hindi pa ipinadala; I.
- П ibigay sa pinaglaanan mong tatanggap ng pera ang tamang halaga na walang dagdag na bayarin sa tagapagtanggap o sa iyo;
- III. magbigay ng nararapat na solusyon ayon sa batas para sa proteksyon ng nagpadala; o
- magbigay sa iyo ng kasulatan na nagpapaliwanag kung bakit walang pagkakamaling naganap ukol sa iyong reklamo. IV.

Ang PNB Los Angeles ay hindi mananagot sa anumang danyos o gastusin kaugnay sa inyong pagpapadala. Ano mang singil na interest sa PNB Los Angeles ay ayon sa umiiral na presyo ng interest ng PNB Los Angeles para sa mga savings account.

Ang kasunduang ito ay nasasaklaw ng mga naaangkop na batas ng Estado ng New York at Pederal na batas ng Estados Unidos. Kung may mga katanungan kayo tungkol sa inyong transaksyon sa pagpapadala ng pera , maaaring makipag-ugnayan sa :

Philippine National Bank, Los Angeles Branch 3435 Wilshire Blvd., Ste 107 Los Angeles CA 90010 Tel #213-926-8227

Email: pnblosangelesgroup@pnb.com.ph; Web: www.pnb.com.ph/losangeles

Attn: General Manager or Operations Head

Sa anumang karagdagang katanungan ukol sa transaksyong pagpapadala ng pera, maari kayong makipag-ugnayan sa California State - **Department of Business Oversight** : Para sa mga tanong ukol sa transaksyong pambangko, maaaring tumawag sa 1 (866) 375-2677; o lumiham sa Website: *www.dbo.ca.gov*. Para sa mga reklamo sa serbisyo o sa ibang bagay na may kinalaman sa pagbantay sa mga karapatang pampinansyal ng mga mamimili, tumawag lang po sa **Consumer Financial Protection** Bureau - 1(855) 411-2372; 1(855) 729-2372 (TTY/TDD); o lumiham sa www.consumerfinance.gov Pahina 4 ng 4

Behilippine National Bank C	USTOMER INFORMATION FORM (Individual) 1. PLEASE PRINT ALL INFORMATION AND PROVIDE SPACE IF NEEDED.
DATE — — L MM DD YYYY V Branch Name	2. IF NOT APPLICABLE PLEASE INDICATE N/A.
Full Name	3. PLEASE INFORM THE BANK FOR ANY CHANGES IMMEDIATELY.
.ast Name, First Name, Middle Name	
Date of Birth	Gender 🗸 Civil Status
	Male Single Divorced Widowed
MM DD YYYY	Female Married Separated
Number/Street, Barangay/Subdivision, City/Municipality, Province/State	
Country	Zip Code Years of Residence
Permanent Address - Same as above	
Number/Street, Barangay/Subdivision, City/Municipality, Province/State	
Country	Zip Code Years of Residence
D's Presented	
SSS/SSS UMID GSIS Driver's License Passp	Dort Others (pls. specify)
D Number	_ ID Expiry Date
Contact Information	MM DD YYYY
elephone	Mobile
Number	Number
E-Mail	Other Social Media Account (e.g. Facebook, Twitter etc.)
Nationality	- Citizenship
Filipino Others (pls. specify)	Filipino Others (pls. specify)
Employment Information	ł
Employed Self-Employed Retired Student	Others (pls. specify)
Employer Name / Business Name	Nature of Work / Profession or Nature of Business / Position (if applicable)
Number/Street, Barangay/Subdivision, City/Municipality, Province/State	
Country	Zip Code
Felephone	E-Mail
Source of Funds	
Allotment Business Commission Donation	Average Monthly Amount
	s. specify)
	h US indicator (please fill out L YES for US Persons under US FATCA and W9
	the W8-BEN Form) Forms)
Are you interested to avail of the products/services below?	
Credit Card SME Loan	Internet Banking Mobile Banking
By signing this Form, I hereby:	
1. certify and affirm that the information given above and in related doc	cuments is true, accurate and complete. For this purpose, I authorize PNB to
	and agree to promptly inform PNB in case of any change in said information;
	erms and Conditions Governing the Opening and Maintenance of Accounts,
	n opening of the Account and which can be accessed in PNB's website eposit products, services and/or facilities that I availed or will avail in the
future; and	
3. acknowledge that the terms and conditions referred to above may be	e amended from time to time.
✓	
For Bank's Use Only Signature Over Printe	ed Name of Depositor / Date NA001.1 Sept'18
Customer Walk-in Solicited Account Solicited By:	Other IDs Presented:
Contact:	ture Over Printed Name / Date
Referred Name of Referror / Relationship:	
PSIC: CRR Code:	Account Officer: Processed by:
	Signature Over Printed Name / Date Signature Over Printed Name / D
Verified Against CWS, OFAC / INF & Signature Authenticated by: Documents Verified Against Original by:	Approved by:
Signature Over Printed Name / Date Signature Over Printed Name / D	Date Signature Over Printed Name / Date Signature Over Printed Name / I

Signature Account Number Page_of_ Account Name:	E CARD / ACCOUNT INFORMATION FORM
Client Name: (Last Name, First Name, Middle Name) Please sign three times using black ink.	Product Name:
\checkmark	Individual * Business Any One All Joint : OR AND Any Two * For Individual Accounts your are eligible to enroll your account in Internet Banking and Mobile Banking. Customer Agreement
\checkmark	I hereby agree to the use of this Signature Card in accordance with the terms and conditions governing the deposit product I availed and will avail in the future. I acknowledge that such terms and conditions may be amended from time to time. G001.1 Sept'18

	Statement	Disposition	
	opy to preferred Email	Mail to: []	Home [] Office
Pick-up at the Branch	h	No corresp	oondence
	Customer Instruction Upo	on Maturity of Time	e Deposit
Automatic Renewal of	of Principal + Interest	Full Redemp	otion on Maturity Date
Automatic Renewal credited to Affiliate	of Principal. Interest will b Account	e Others	
Affiliate Account when	re proceeds will be credite	ed:	
	For Banl	k Use Only	
ID/s SSS / presented: SSS UMID		Passport / PWD	
presented: SSS UMID		ID Expiry Date:	Others_OthersOthers_Others_Others_Others_Others_Others_Others_Ot
presented: SSS UMID	GSIS License	ID Expiry Date:	O thers
presented: SSS UMID	Signature Authentic	ID Expiry Date:	OthersO
presented: SSS UMID	Signature Authentic	Passport / PWE	OthersO

Philippine National Bank

CONSENT AND AUTHORIZATION FOR US PERSONS UNDER THE UNITED STATES FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

For purposes of the Bank's compliance with the FATCA to which the ACCOUNTHOLDER is subject as a US person, the ACCOUNTHOLDER signifies:

- 1. The ACCOUNTHOLDER's agreement and consent to the disclosure of deposit information which are confidential under bank secrecy laws including but not limited to R.A. No. 1405 or the Law on Secrecy of Bank Deposits, R.A. No. 6426 or the Foreign Currency Act and R.A. No. 8791 or the General Banking Law of 2000, as amended in each case;
- The ACCOUNTHOLDER's agreement and consent to the collection, processing, use, disclosure, transfer, and storage of information relative to the ACCOUNTHOLDER's accounts under R.A. No. 10173 or the Date Privacy Act of 2012;
- 3. The ACCOUNTHOLDER's agreement and consent to the collection, processing, use, disclosure, transfer, and storage of information relative to the ACCOUNTHOLDER's accounts which are private and confidential under any other law, existing or prospective, of the Philippines which will require the issuance of a consent for such collection, processing, use, disclosure, transfer, and storage for purposes of compliance with FATCA; and
- 4. The ACCOUNTHOLDER's acknowledgement and consent for the Bank to report and disclose to the US Internal Revenue Services (IRS) the following information (and/or such information may be required), relative to the ACCOUNTHOLDER's financial accounts pursuant to the FATCA US IRS Regulations (the "Require Information"):
 - a) The name, address and US Tax Identification Number;
 - b) In the case of any account holder that is a US entity with one or more US owners, the name, address and TIN of each substantial US owner of such entity;
 - c) The account number;
 - d) The year-end account balance or value; and
 - e) Gross receipts and gross withdrawals or payments from the account. If the Bank is not already in possession of the Required Information, the ACCOUNTHOLDER undertakes to provide the Bank such information.

The ACCOUNTHOLDER hereby agrees to indemnify and hold the Bank, its directors, officers, employees, representatives, agents or relevant units, free and harmless from and against all liabilities, claims, demands, actions, proceedings, losses, expenses and all other liabilities of whatsoever nature or description which may be suffered or incurred by the Bank, its directors, officers, employees, representatives, agents or relevant units, arising from or in connection with the implementation of, or reliance on the consent herein given.

Please fill-out the following information:

U.S. Permanent Address (Floor, Number, Street, City, State, Postal Code)

U.S. Social Security Number

Employer Identification Number

Signature Over Printed Name of Depositor / Date

NA004A.1 Sept'18

PAGE 3

✓	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or S Corporation S Corporation Partnership single-member LLC	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	hip)►	Exempt payee code (if any)
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in	the line above for	Exemption from FATCA reporting
	the tax classification of the single-member owner.		code (if any)
	□ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)
✓	5 Address (number, street, and apt. or suite no.)	Requester's name a	and address (optional)
✓	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid 🗹 Social	security number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, fuent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>		
	n page 3.	or	
Note.	If the account is in more than one name, see the instructions for line 1 and the chart on page	4 for Employer	identification number
guidel	ines on whose number to enter.		

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign	Signature of		
Here	U.S. person >	V	

0:00

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

Date 🕨

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



3435 Wilshire Blvd, Ste 104, Los Angeles, CA 90010 Voice: (213) 926 8227 / 926 7150 Email: pnblagroup@pnb.com.ph

PASSBOOK/CTD/ ATM CARD/PIN MAILER DISPOSITION

LOW THE FOLLOWING INST	RUCTION MARKED [X] BELOW:
FORWARD MY/OUR [] PAS [] CHE	BOOK [] CTD [] ATM CARD /PIN MAILER CKBOOK <u>TO PNB LOS ANGELES</u>
RELEASE PASSBOOK/CTD/#	TM CARD/PIN MAILER
Т:	
HOLD PASSBOOK/CTD/ATM	CARD/PIN MAILER FOR PICK UP
	AT YOUR BRANCH.
ame	Depositor's Signature
s Name	Co-depositor's Signature
	FORWARD MY/OUR [] PASS [] CHEC RELEASE PASSBOOK/CTD/A ⁻ T:

RECEIPT TO PROCESS CARD ACTIVATION

Fill up this form if ATM Card/Pinmailer is for PICK-UP by your Representative

AUTHORIZATION LETTER

l,	, of legal age, (Citizenship), and with address at
Name of Accoun	<i>t Holder</i> , do hereby, name, constitute and appoint, my
Relation to the Account Holder	, of legal age, Filipino, with residence at Name of Representative
	, to be my true and lawful authorized representative

to receive or claim my EMV Card and PIN with Philippine National Bank ("PNB") and to have the same activated with the PNB Branch.

I hereby absolutely and unconditionally forever discharge and expressly relieve and hold PNB, its stockholders, directors, officers and employees free and harmless from any and all claims, responsibilities, liabilities, compensations or damages which may have arisen or arise resulting from or in connection with the EMV Card and this Authorization.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ 20___ at _____.

PRINCIPAL Signature over Printed Name of Account Holder

SIGNED IN THE PRESENCE OF: (PNB LA or PNB RCI Authorized Personnel) **Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership to orducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt* payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

 Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

 $4\!-\!\mathrm{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7{-}\mathrm{A}$ futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

 $9-\mbox{An entity}$ registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

 $12\mbox{--}A$ middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for \ldots
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

 $\rm H-A$ regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
 Individual Two or more individuals (joint account) 	The individual The actual owner of the account or, if combined funds, the first individual on the account'
 Custodian account of a minor (Uniform Gift to Minors Act) 	The minor ²
 a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 	The grantor-trustee ¹ The actual owner ¹
 Sole proprietorship or disregarded entity owned by an individual 	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Philippine National Bank

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Terms and Conditions Governing the Opening & Maintenance of Accounts

"ACCOUNTHOLDERS") hereby agrees to be governed and bound by these terms and conditions governing the opening and maintenance of accounts (the "Terms and Conditions"). The ACCOUNTHOLDER may access the Terms and Conditions at www.pnb.com.ph.

2. Accounts. The ACCOUNTHOLDER agrees that deposits (savings, current, time deposit and/or other deposit products, whether in local or foreign currency) opened and/or maintained with the BANK, investments and/or placements in products of the BANK, and other services and facilities of the BANK (the "Account" or "Accounts") which may be accessed through various channels provided by the BANK, shall be subject to and governed by these Terms and Conditions, as may be amended, revised or modified from time to time.

All terms and conditions of existing deposits, investments, placements, products, services, facilities and/or other accounts of the ACCOUNTHOLDER with the BANK, insofar as these are not inconsistent with these Terms and Conditions, shall remain in full force and effect and shall form part hereof.

3. Account Opening and Maintenance. The Account may be opened and maintained upon the ACCOUNTHOLDER's compliance with all account opening/maintenance requirements, such as but not limited to, submission of duly completed and executed account opening forms, appropriate resolutions and approvals and such other supporting documents acceptable to the BANK, proper verification of identity and signatures pursuant to "Know Your Customer" (KYC) requirements and delivery of the minimum account requirement as may be prescribed by the BANK.

4. Data Privacy. The ACCOUNTHOLDER consents to the collection, use, processing, transfer, sharing, consolidation, management and disclosure of the ACCOUNTHOLDER's information, to the extent necessary and appropriate, for the following purposes: (i) verifying the ACCOUNTHOLDER's identity and performing customer due diligence; (ii) providing the ACCOUNTHOLDER services in respect of the Account, including but not limited to, administering, facilitating, handling, and implementing transactions, orders and instructions for the Account and any matter arising in connection thereto; (iii) managing the business operations of the BANK including without limitation to business continuity planning, risk management, safety and security, system enhancement, product development and research, audit, warehousing and retrieval of data; (iv) meeting the BANK's legal and compliance obligations arising from foreign or domestic law or regulation on money laundering, terrorist financing, fraud, exchange of information and other applicable laws; (v) enforcing or defending the remedies or rights of the BANK in respect of the Account; (vi) evaluating the ACCOUNTHOLDER's suitability and eligibility to avail of products, services and facilities provided by the BANK and select third parties and promoting and offering these products, services and facilities to the ACCOUNTHOLDER on a "no . commitment" basis; (vii) requesting feedback and participation in surveys, seminars and the like and conducting market research and analysis for statistical purposes, demographics and market trends; (viii) enabling the BANK to assign or transfer, wholly or partially, any of its rights, obligations, liabilities and causes of action, tangible or intangible, to a third party; and (ix) any other purpose related to the foregoing, to the following entities: (i) the BANK's overseas and domestic branches and offices: (ii) third parties selected by the BANK; (iii) agents, subcontractors, vendors, service providers, and professional advisers of the BANK; (iv) counterparties, correspondent banks, clearing houses, fund managers, withholding agents, trade repositories, registrars, exchanges, credit bureaus and agencies; (v) trustees, counsels, attorneys-in-fact, beneficiaries, nominees, intermediaries, or any person acting on the ACCOUNTHOLDER's behalf; (vi) guarantors, sureties, security providers, or any person acquiring interests in, or assuming the risk on, the Account ; (vii) liquidators, administrators, executors or trustees of the ACCOUNTHOLDER's assets; (viii) actual or proposed assignee/s of any rights, interests, liabilities and obligations of the BANK in respect of the Account; and (ix) brokers, insurers, re-insurers, loyalty program providers, and other providers of optional products, services and facilities related to the Account. This consent shall be valid and effective until termination of the Account, unless required by law or regulation, or for enforcement of rights and obligations, or other compelling reasons. The ACCOUNTHOLDER acknowledges that it has all the rights of a data subject under Republic Act 10173 or the Data Privacy Act of 2012 such as the right to object to the processing of ACCOUNTHOLDER's information and to suspend or withdraw the consent given herein, subject to any action which the

1. Agreement. The accountholder (the "ACCOUNTHOLDER" or BANK may deem appropriate in respect of the Account. For further information, the ACCOUNTHOLDER may access the BANK's Data Privacy Statement at www.pnb.com.ph.

> 5. Deposit Account Balance. Except for manifest error, the ACCOUNTHOLDER agrees that the outstanding balance of the Account appearing in the records of the BANK is accurate and conclusive and shall be binding upon the ACCOUNTHOLDER.

> 6. Maintaining Balance. The ACCOUNTHOLDER shall maintain, at all times, the required minimum monthly balance relative to deposit accounts (the "Deposit Account"). The BANK shall notify the ACCOUNTHOLDER of any changes in the required minimum monthly maintaining balance and the imposition of service and maintenance fees in case ACCOUNTHOLDER fails to meet the new maintaining balance at least sixty (60) days prior to the implementation of said change.

> 7. Interest. Deposit Accounts with a minimum balance as prescribed by the BANK shall earn interest based on rates as may be determined by the BANK from time to time.

> Interest will be computed based on the average daily balance of the Deposit Account and shall be credited to form part of the principal on the last day of the interest period (the "Interest Payment Date"). No interest shall be paid on savings and/or demand deposit accounts closed prior to Interest Payment Date even if these accounts meet the required minimum balance to earn interest at the time of closure.

> All interest earned shall be subject to withholding tax at prevailing rates except those with a valid certificate of exemption from the Bureau of Internal Revenue ("BIR"). For this purpose, the ACCOUNTHOLDER agrees to hold the Bank free and harmless from any liability that may arise as a result of the BANK's reliance on such exemption submitted by the ACCOUNTHOLDER.

> The ACCOUNTHOLDER authorizes the BANK to disclose or submit to the BIR or any government agency such information as may be necessary in connection with the withholding or exemption from taxes under this provision.

> 8. Fees and Charges. A fee shall be charged on the following based on existing policies of the BANK:

- a. Active Deposit Accounts falling below the required minimum monthly maintaining balance for two (2) consecutive months;
- b. Dormancy fee on deposit accounts inactive or without client initiated transactions for 5 years and falling below the required minimum maintaining balance;
- c. Deposit Accounts closed within a month after opening;
- d. Request for the issuance of certification of account balances;
- e. Replacement of lost or damaged passbook and Automated Teller Machine (ATM) card;
- f. Stop payment requests for check/s; and
- g. Other services related to the Account upon due notice to the ACCOUNTHOLDER.

The fees/charges under items (a), (b) or (c) shall be automatically debited by the BANK from the Deposit Account (regardless of whether the Deposit Account is owned singly or jointly). In case the Deposit Account is insufficient to answer for the fees/charges, the BANK shall deduct said amounts from other Accounts of the ACCOUNTHOLDER with the BANK. The fees/charges under items (d), (e), (f) or (g) may either be paid directly by the ACCOUNTHOLDER to the BANK or deducted from the Deposit Account. For purposes of this Section, the ACCOUNTHOLDER hereby authorizes the BANK to debit said fees/charges from the Deposit Account or other Accounts of the ACCOUNTHOLDER with the BANK.

9. Deposit Items. (a) Cash. Deposits shall be credited to the Deposit Account after verification and count by the BANK. The amount verified shall be deemed to be the correct amount deposited by the ACCOUNTHOLDER. Any discrepancies noted shall be communicated to the ACCOUNTHOLDER.

In case there is an arrangement between the BANK and the ACCOUNTHOLDER for acceptance of deposits without count, the ACCOUNTHOLDER hereby assumes the sole responsibility for any shortages/overages which may result after the deposit is counted and the total thereof checked against the amounts indicated on the deposit slip/s. In case of shortages/overages, the ACCOUNTHOLDER agrees that it holds the BANK free and harmless from any liability arising from the no count arrangement and authorizes the BANK to correct the entries in the deposit slip/s presented to reconcile with the actual deposit received and verified by the BANK's personnel. This provision shall apply as well to deposits made through the BANK's night depository facility, ATM or deposit pick-up services.

(b) **Check Deposits.** The BANK reserves the right to reject any check deposits, including but not limited to, second/multiple-endorsed checks, treasury warrants and postal money orders.

Each check/draft/negotiable instrument received by the BANK for deposit or collection is subject to actual receipt in cash of the proceeds thereof. In receiving check deposits, the BANK obligates itself only as the ACCOUNTHOLDER's collecting agent and assumes no responsibility beyond the exercise of due care.

Until such time when the deposit item is cleared and the funds are transferred to and in the BANK's possession, withdrawal against these uncollected funds shall not be allowed by the BANK. Furthermore, until such receipt, the deposit item shall be held at the risk of the ACCOUNTHOLDER and the BANK assumes no responsibility beyond the exercise of due care. The BANK will not be liable for default or negligence of its correspondents nor for losses in transit and no correspondent shall be liable except for its negligence.

The BANK reserves the right to charge back any defective or lost item previously credited to the Deposit Account or to reverse/correct entries that were erroneously reflected regardless of the time that has lapsed and whether or not the deposit item itself can be returned to the Deposit Account due to mistake or technical errors without need of any notice. The ACCOUNTHOLDER assumes full responsibility for the validity of the deposit item as well as the correctness and genuineness of endorsement/s thereon.

(c) Loss or Theft of Deposit Item. The BANK shall not be responsible for any payment it may make on any deposit item prior to its notice of loss/theft of deposit item and such payment shall have the same effects as if made to the ACCOUNTHOLDER personally except in case of patently discernable acts of forgery or irregularity.
S.
14. Joint and Several Account ("OR Account") - The ACCOUNTHOLDER personally except in case of patently discernable acts of forgery or irregularity.

10. <u>Erroneous credit.</u> In addition to the BANK's rights in Section 9(b), the ACCOUNTHOLDER agrees that the BANK is authorized, without need of notice or consent, to debit any amount erroneously credited to the Account arising from the following: (i) errors in deposit or remittance transactions; (ii) cancelled remittance transactions; (iii) remittance or payment transactions subject of a stop payment request or for verification; (iv) fraudulent, illegal or suspicious transactions; or (v) any circumstance similar to the foregoing.

The ACCOUNTHOLDER shall be obligated to keep any amount erroneously credited to the Account separate from his own funds deposited in the Account. It is understood that the ACCOUNTHOLDER shall be deemed to have received such amount in trust for the BANK and shall have the obligation to immediately notify the BANK of such erroneous credit. In case the ACCOUNTHOLDER has withdrawn the same, the ACCOUNTHOLDER undertakes to remit and deliver the same to the BANK without need of demand. The ACCOUNTHOLDER's failure to deliver the funds representing erroneous credit to his Account shall constitute wilful breach of trust.

11. Accounts of Minors. In case the ACCOUNTHOLDER is a minor, it is agreed that the parent(s), guardian(s) and/or the person(s) exercising parental authority over the minor: (i) have read and understood and are bound by these Terms and Conditions; (ii) have explained to the minor the use and operation of the Deposit Account, products, services, facilities and channels; and (iii) undertake to explain to the minor the use and operation of any new accounts, products, services, facilities, channels and any enhancements/new features thereof, as well as any new terms, conditions and changes thereto. The parent(s), guardian(s) and/or the person(s) exercising parental authority acknowledge that they have principal and solidary liability with the ACCOUNTHOLDER and, as such, hold the BANK free and harmless and indemnified from damages, liabilities, claims, suits and causes of action arising from the minor's use and operation of the Deposit Account and any of the BANK's products, services, facilities and channels.

12. In Trust For (ITF) Accounts. In ITF accounts opened by the ACCOUNTHOLDER for the benefit of third party/ies (the "Beneficiary/ies"), the ACCOUNTHOLDER reserves the right to close, terminate, assign, pledge or encumber the Account without notice to, or the consent of, the Beneficiary/

ies. The Beneficiary/ies shall be entitled to the balance of the Deposit Account in case of the ACCOUNTHOLDER's death, subject to compliance by the Beneficiary/ies with the BANK's requirements and settlement of taxes due on the Deposit Account, if any.

13. <u>Joint Account.</u> Each of the ACCOUNTHOLDERS represents to be of legal age or have the capacity to open a deposit account or enter into legally binding contracts.

In case of conflicting claims, instructions or representations between or among the ACCOUNTHOLDERS, the BANK is hereby authorized to freeze the Deposit Account until the ACCOUNTHOLDERS shall have resolved their conflict, or the BANK receives a court order authorizing the release of funds to one, some or all ACCOUNTHOLDERS. The BANK shall have the right, but without any obligation to do so, to take any action it deems necessary and appropriate under the circumstances, including the institution of any suit to resolve the conflict or dispute, or the BANK may, in its sole and absolute discretion, release the funds in the Deposit Account to any one of the ACCOUNTHOLDERS. In this regard, the ACCCOUNHOLDERS shall hold the BANK free and harmless from any and all liabilities, damages, costs and expenses which the BANK, its directors, officers, employees, or representatives may incur or suffer arising from the freezing of the Deposit Account or any action taken by the BANK in its discretion.

The ACCOUNTHOLDERS hereby certify and declare, under penalties of perjury, that every time a withdrawal/fund transfer/disbursement is made, the other ACCOUNTHOLDER/S is/are still living as of the date and time of such withdrawal/fund transfer/disbursement, and the BANK may, at its discretion, rely on such certification and declaration and the ACCOUNTHOLDERS agree to keep the BANK free and harmless from any liability that may arise as a result of such reliance.

In the event of death of any of the ACCOUNTHOLDERS, the BANK will be promptly notified of such death in writing by the surviving ACCOUNTHOLDER/S.

14. Joint and Several Account ("OR Account") - The ACCOUNTHOLDERS agree with one another and with the BANK that all moneys heretofore, now or hereafter deposited by them or any of them to the credit of the Deposit Account are and shall be received and held by the BANK with the understanding and upon the condition that said moneys deposited without reference to previous ownership shall be the property of the ACCOUNTHOLDERS as solidary owners.

The available balance to the credit of the Deposit Account at anytime shall be subject to withdrawal or other disposal in whole or in part by check or written orders by any of the ACCOUNTHOLDERS, it being understood that the ACCOUNTHOLDERS agree and authorize the BANK to honor, at its discretion, (i) any withdrawal, funds transfer, payment instruction, or disbursement effected by any of the ACCOUNTHOLDERS through any of the BANK's products, services, facilities and channels; or (ii) any assignment or encumbrance of the Deposit Account by any of the ACCOUNTHOLDERS as security for any obligation of any or all of the ACCOUNTHOLDERS. For these purposes, the ACCOUNTHOLDERS agree that by such withdrawal, funds transfer, payment instruction, disbursement, assignment or encumbrance, each ACCOUNTHOLDER irrevocably designates and appoints the other ACCOUNTHOLDER/S as agents and the BANK is hereby authorized to act upon the signature of any one of the ACCOUNTHOLDERS, all without inquiry or regard by the BANK with respect to the use or disposition of the funds so withdrawn, paid out, disbursed, assigned or encumbered. This designation, appointment and authority shall also include, but not limited to, the following acts or documents: (i) pre-termination, termination or closure of the Account; (ii) transfer of all or any part of the balance of the Deposit Account to the individual account of any of the ACCOUNTHOLDERS with the BANK; (iii) instruction to change address or requests for statement of account (SOA) or bank certifications or any other instructions concerning the operation of the Deposit Account; (iv) Affidavit of Loss and request for replacement of passbook, confirmation advice of time deposit, or ATM card; (v) submission of a Special Power of Attorney authorizing a third party to withdraw, effect funds transfer, disburse funds or make any other transaction relating to the Deposit Account, or assign or encumber the Deposit Account as security for any obligation; and (vi) instruction to add an ACCOUNTHOLDER or delete an ACCOUNTHOLDER from the Deposit Account. Notwithstanding the foregoing, the BANK reserves the right, in its discretion, to require the written consent or approval of all ACCOUNTHOLDERS for any such action taken by any of the ACCOUNTHOLDERS in connection with the Deposit Account.

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The ACCOUNTHOLDER/S or each of the ACCOUNTHOLDERS hereby authorizes the BANK to accept for deposit into the Deposit Account any check payable to any, some or all of the ACCOUNTHOLDERS without need of indorsement by any of the ACCOUNTHOLDERS. The ACCOUNTHOLDERS hereby hold the BANK, its directors, officers and employees free and harmless from any claims, liabilities, and causes of action arising out of: (i) reliance on the authority given by the ACCOUNTHOLDERS in favor of each other in performing the acts herein; and (ii) the BANK's acceptance of checks payable to any of the ACCOUNTHOLDERS for deposit into the Deposit Account in accordance with the authorization herein granted.

The ACCOUNTHOLDERS hereby agree that upon the death of any of the ACCOUNTHOLDERS, the funds in the Deposit Account shall be payable to and collectible by the surviving ACCOUNTHOLDER/S subject to compliance with the BANK's requirements and settlement of taxes due on the Deposit Account, if any. The surviving ACCOUNTHOLDERS hereby hold the BANK free and harmless and indemnified from any and all taxes, claims/debts and liabilities arising from or in connection with this survivorship provision.

15. For Joint Account ("AND Account") - The ACCOUNTHOLDERS agree with one another and with the BANK that all moneys heretofore, now or hereafter deposited by them or any of them to the credit of the Account are and shall be received and held by the BANK with the understanding and upon the condition that said moneys deposited without reference to previous ownership shall be the property of all ACCOUNTHOLDERS jointly.

The available balance to the credit of the Account at anytime shall be subject to withdrawal or other disposal in whole or in part by check or written orders by the ACCOUNTHOLDERS.

The ACCOUNTHOLDERS hereby agree that upon the death of any one of the ACCOUNTHOLDERS, the funds in the Account shall be payable to and collectible jointly by the surviving ACCOUNTHOLDER/S and the legal heirs of the deceased ACCOUNTHOLDER upon compliance with the BANK's requirements and the settlement of taxes on the Deposit Account, if any. The surviving ACCOUNTHOLDERS hereby hold the BANK free and harmless and indemnified from any and all taxes, claims/debts and liabilities arising from or in connection with the release of the proceeds of the Account in accordance with this provision.

16. <u>Non-Individual Account.</u> In case of corporate, partnership or any non-individual account, the ACCOUNTHOLDER represents and warrants to the BANK on a continuing basis that the documents and information submitted and the representations made in the relevant bank forms for account opening are up-to-date, complete, true, correct, accurate and that all appropriate and necessary actions have been taken to authorize the execution of documents, instruments and agreements related to the opening of the Account as well as the availment of products, services, facilities and channels of the BANK. The ACCOUNTHOLDER hereby acknowledges and agrees that, unless and until the BANK receives notices in writing of any changes, the BANK is authorized to fully rely and act on such information and representations for all purposes without liability and without need of conducting any further verification on the accuracy of such information and representation.

In cases where: (a) there is a claim or dispute, including intra-corporate disputes, relating to the Account; (b) 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; (c) the BANK receives contradictory instructions, written or otherwise, or any instruction not to allow signatory/ies to operate the Account; (d) there is an instruction or request by any person, natural or juridical, for the BANK to freeze the Account; or (e) there arise events or circumstances 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 freeze the Deposit 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 ACCOUNTHOLDER. For this purpose, the ACCOUNTHOLDER hereby agrees to fully indemnify and hold the BANK, its directors, officers, employees and representative, free and harmless against any and all liabilities which the BANK, its directors, officers, employees and agents may incur or suffer in connection with the BANK's act of freezing the Deposit Account or the pursuit of any action which the BANK, at its option, considers appropriate including the filing of interpleader suits.

17. Peso Accounts of Non-residents. Non-residents may open a Peso Deposit Account subject to approval by the BANK and compliance with applicable laws, rules and regulations. The ACCOUNTHOLDER agrees and undertakes that the Peso Deposit Account can only be funded by Peso currency proceeds from sources allowed and supported by documents required under pertinent regulations. It is understood that every time the ACCOUNTHOLDER makes or causes a deposit to be made, transfers or remits funds to the Peso Deposit Account, the ACCOUNTHOLDER represents that the funds come from legitimate sources. The BANK reserves the right to refuse to accept any deposit, transfer or remittance of funds into the Peso Deposit Account for failure of the ACCOUNTHOLDER to submit the required documents. For this purpose, the ACCOUNTHOLDER agrees not to hold the BANK liable for any loss or damage which the ACCOUNTHOLDER may incur arising from such refusal.

18. <u>Hold-out, Assignment or Encumbrance of Account.</u> In case an ACCOUNTHOLDER is a married individual, whether the Account is a singlename account or a joint account, the ACCOUNTHOLDER hereby represents and warrants that the ACCOUNTHOLDER's spouse has given consent to and has authorized the constitution of a holdout, assignment or any form of encumbrance that may be made by the ACCOUNTHOLDER on the Account.

19. Dormant Account. The BANK shall notify the ACCOUNTHOLDER, by registered mail at the ACCOUNTHOLDER's address of record, of the dormancy of the Deposit Account at least sixty (60) days prior to the date of dormancy and the possible imposition of dormancy fee in case the Deposit Account is not updated. A Deposit Account is considered dormant if it remains inactive or without any client-initiated transactions for a period of two (2) years for Savings Account and one (1) year for Current Account. Reactivation of dormant account shall be personally made by the ACCOUNTHOLDER, subject to compliance with the BANK's requirements for such reactivation.

20. <u>Unclaimed Balances.</u> Pursuant to Act 3036, as amended, all unclaimed balances held by the BANK in favor of any person known to be dead or who has not made further deposits/withdrawals for a period of ten (10) years or more shall be transferred to the credit of the Republic of the Philippines.

21. Bank's Right to Close Account. The BANK reserves the right to close the Account at any time without prior notice to the ACCOUNTHOLDER in case: (i) the Account is mishandled. i.e., issuance of unfunded or insufficiently funded check(s) pursuant to Section 36 hereof; (ii) the Account is involved in, or used, or suspected to be used for any suspicious, fraudulent, criminal, unlawful or money laundering activities; (iii) there was/ were misrepresentation(s) in the opening of the Account; (iv) the ACCOUNTHOLDER fails to provide the BANK additional information/document on the Account as may be required by the BANK or by any applicable laws, rules and regulations, or in support of transactions thereon; or (v) the BANK perceives, at any time, that it may be exposed to any financial, legal, reputational or other risk in maintaining the Account. The BANK is authorized to report the closure of the Account and the reason(s) therefore to the Bankers Association of the Philippines or to any central monitoring entity or body established to keep record of and monitor mishandled accounts if the Account is improperly handled or for misrepresentation by the ACCOUNTHOLDER or for any other reasonable or justifiable cause as determined by the BANK.

Upon closure of the Account, the BANK shall pay to the ACCOUNTHOLDER the proceeds via Manager's Check net of all applicable charges, fees and/ or taxes and/or such amounts which shall answer for all outstanding liabilities of the ACCOUNTHOLDER under any of the products, services and facilities availed of by said ACCOUNTHOLDER.

22. <u>Set-off.</u> The BANK is hereby authorized to and may, at any time in its discretion, without notice to the ACCOUNTHOLDERS, charge any Account and/or apply such amount therein as shall be sufficient to pay any and all obligations of the ACCOUNTHOLDER/S to the BANK or its parent company, subsidiaries or affiliates, including loans, interest, penalties, charges and other receivables from the ACCOUNTHOLDER/S whether or not covered by promissory notes, credit agreements or other evidence of indebtedness. The BANK or its parent company, subsidiaries or affiliates shall not thereafter be liable for any loss or damage arising from such charge or application of the Account to the payment of said obligations. The ACCOUNTHOLDER agrees that this right to set-off applies regardless whether the outstanding obligation is in a currency different from the currency of the Account applied for set-off, or is held at a branch in a different jurisdiction, or held by the ACCOUNTHOLDER jointly with other persons. For purposes of this provision,



the ACCOUNTHOLDER hereby gives the BANK, its parent company, subsidiaries and affiliates, full power and authority to implement the foregoing acts, the performance of which are hereby expressly authorized, confirmed and ratified by the ACCOUNTHOLDER. This authorization is coupled with interest and shall subsist despite the ACCOUNTHOLDER's death or incapacity. The BANK, its parent company, subsidiaries and affiliates, are likewise authorized to set-off or withhold as security for any obligation with the BANK, its parent company, subsidiaries and affiliates, all monies, properties or securities of the ACCOUNTHOLDER now in or which may hereafter come into the possession or under the control of the BANK, whether left with the BANK for safekeeping or otherwise, to sell in any public or private sale any of such properties or securities of the ACCOUNTHOLDER, and to apply so much of the proceeds thereof as will be sufficient to pay such obligations of the ACCOUNTHOLDER.

23. <u>Deposit Insurance.</u> Deposit Accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of P500,000.00 per ACCOUNTHOLDER or such other amount as may be set by law or PDIC rules and regulations. PDIC shall presume that the name/s appearing on the deposit instrument is/are the actual/beneficial owner/s of the deposit, except as provided herein.

In case of transfer or break-up of deposits, PDIC shall recognize actual/ beneficial ownership of transferees who are qualified relatives of the transferor. Qualified relatives are transferees within the second degree of consanguinity or affinity of the transferor. The relationship of the transferor and the transferee shall be proven by relevant documents such as, but not limited to, birth certificates and marriage certificates.

In case of (a) deposits in the name of, or transfers or break-up of deposits in favor of, entities, either singly or jointly with individuals, and (b) transfers or break-up of deposits in favor of non-qualified relatives, whenever such transfers/break-up will result in increased deposit insurance coverage, PDIC shall recognize beneficial ownership of the entity or transferee provided that the deposit account records show the (1) details or information establishing the right and capacity and the relationship of the entity with the individual/s; or (2) details or information establishing the validity or effectivity of the deposit transfer; or (3) copy of a board resolution, order of competent government body/agency, contract or similar document as required/provided by applicable laws. In the absence of any of the foregoing, PDIC shall deem the outstanding deposit maintained for the benefit of the transferor although in the name of the transferee, subject to consolidation with the other deposits of the transferor.

PDIC may require additional documents from the ACCOUNTHOLDER to ascertain the details of the deposit transfer or the right and capacity of the transferee or the latter's relationship to the transferor.

24. <u>Anti-Money Laundering.</u> The Account is further subject to the provisions of Republic Act No. 9160, otherwise known as the "Anti-Money Laundering Act of 2001", including any and all amendments, rules or regulations pertaining thereto. For this purpose, the BANK and its branches, agencies and instrumentalities are authorized to disclose such data and papers, and make inquiries and reports, as required by regulatory agencies, whether in the Philippines or abroad, in connection with Anti-Money Laundering regulations without incurring any criminal, civil or administrative liability. The ACCOUNTHOLDER hereby agrees to keep the BANK, its directors, officers and employees, free and harmless from any and all liabilities for any action it has taken, or for refraining from taking any action, in compliance with said law.

25. Disclosure of Information. The ACCOUNTHOLDER hereby authorizes the BANK to share and disclose all information, whether personal/sensitive/ privileged or otherwise, as may be updated or amended from time to time, relating to the ACCOUNTHOLDER and/or the Account and/or any of the ACCOUNTHOLDER's properties or investments with the BANK, to: (i) government agencies, credit information/investigation companies, financial institutions, credit bureaus, other banks, credit card companies, consumer reporting or reference agencies, whether based in the Philippines or in other jurisdiction, for reports of the ACCOUNTHOLDER's credit history and account updates including but not limited to past due or litigation status of accounts, full payments, or settlement of previously reported defaulting accounts; (ii) such bodies/agencies having regulatory authority over the BANK, or having regulatory authority or jurisdiction where checks, deposits, withdrawals or fund transfers pass/are cleared/transmitted or delivered; (iii) court of competent jurisdiction or any competent judicial body pursuant to a lawful order; (iv) foreign or domestic tax authorities pursuant to: (a) the

US Foreign Account Compliance Act (FATCA) or any similar present or future foreign or domestic law or regulation on automatic exchange of tax or financial account information; (b) any intergovernmental agreement of the Republic of the Philippines on automatic exchange of tax or financial account information; and (c) any agreement entered into, or to be entered into by the BANK, its subsidiaries, affiliates and agents pursuant to the FATCA or similar law or regulation on automatic exchange of tax or financial account information; or (v) such other persons or entities the BANK may deem as having authority or right to such disclosure of information, as and when required by the circumstances. As such, the ACCOUNTHOLDER expressly waives the ACCOUNTHOLDER's right under confidentiality laws in the Philippines or in other jurisdiction including but not limited to R.A. No. 1405 or The Law on Secrecy of Bank Deposits, R.A. No. 6426 or The Foreign Currency Deposit Act and R.A. No. 8791 or the General Banking Law of 2000, as may be amended from time to time, and allow processing, storing, access to and/or sharing of any information regarding the Account as well as the related banking products, services, facilities and channels which the ACCOUNTHOLDER has activated, enrolled in or availed of pursuant to these Terms and Conditions.

The ACCOUNTHOLDER hereby holds the BANK, its directors, officers, employees and other duly authorized representative free and harmless against any and all liability arising from any loss or damage which the ACCOUNTHOLDER may incur or suffer as a result of such disclosure. The ACCOUNTHOLDER agrees that all particulars, data, information and documents provided or submitted to the BANK are complete, accurate and true to the best of the ACCOUNTHOLDER's knowledge, and the ACCOUNTHOLDER shall immediately notify the BANK in writing of any changes thereto.

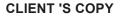
26. <u>Notice.</u> All communications and notices required to be given to the ACCOUNTHOLDER shall be personally delivered or transmitted by postal or registered mail, courier delivery, telefax, electronic mail, text message, telephone call or any social messaging platform to the ACCOUNTHOLDER at the ACCOUNTHOLDER's address/email/contact number appearing in the Account Opening Form or such other address that may hereafter be given in writing by the ACCOUNTHOLDER to the BANK. Except as otherwise specified herein, all notices shall be deemed received by the ACCOUNTHOLDER: (a) if delivered personally or though courier, upon delivery; (b) if sent by postage prepaid registered mail, the date five (5) days after posting; (c) if sent by facsimile transmission, upon receipt of through text message, phone call or any social messaging platform, upon successful transmission of the message based on the record of the BANK.

27. Offer to Participate in Promos. The ACCOUNTHOLDER hereby authorizes the BANK, its parent company, subsidiaries, affiliates, and partner institutions to offer promotional participation, advertisements, surveys or such other similar programs by communicating to the ACCOUNTHOLDER in writing, or by electronic mail, or by facsimile transmission, or by short messaging service (SMS), or by such other electronic transmission which the BANK, at its option, considers appropriate and effective or through the BANK channels or any one of them including posting in the BANK's website.

28. <u>Cooling off Period.</u> If applicable, the ACCOUNTHOLDER is given two (2) banking days from opening an account, making of an investment or placement or availing of other BANK products, facilities and services and signing the covering contract or agreement within which to notify the BANK of the ACCOUNTHOLDER's intention to cancel or terminate the agreement. The BANK is hereby authorized to collect reasonable amount of processing and administrative fees as a result of such cancellation or termination; provided that, the BANK shall be entitled to recover any loss incurred by the BANK arising from the cancellation or termination of the contract or agreement.

29. <u>Binding Effect.</u> These Terms and Conditions are binding on each and all the ACCOUNTHOLDERS and their respective heirs, executors, administrators and assigns.

30. <u>Amendments.</u> The BANK reserves the right to add, reverse, modify, amend, supplement or cancel, from time to time, in whole or in part, any of the accounts, products, services and facilities and these Terms and Conditions. Any such addition, revision, modification, amendment, supplement or cancellation will take effect and are deemed binding on the ACCOUNTHOLDER upon notice in accordance with Section 26 hereof or by display or advertisement in the BANK premises, or on the BANK's website, automated teller machines (ATMs) screen or any similar platform, or by



other electronic means including short messaging service or similar means of delivery or by such other methods of communication which the BANK considers appropriate and effective. Upon such notice, all such additions, revisions, modifications, amendments, supplements or cancellation shall form an integral part of these Terms and Conditions. The ACCOUNTHOLDER likewise agrees to regularly access [the BANK's website] for any amendment to these Terms and Conditions.

31. <u>Limitation of Actions.</u> Any claim or action arising from any of the BANK's deposit products, services or facilities shall be instituted within a period of ten (10) years from the date of maturity, in case of a time deposit, or from the date of the last transaction, in case of other deposit products, services and facilities. The ACCOUNTHOLDER acknowledges that failure to file such claim or action within said period shall extinguish any right which the ACCOUNTHOLDER may have arising from such claim or action.

32. <u>Article 1250 of the Civil Code.</u> The ACCOUNTHOLDER acknowledges that Article 1250 of the New Civil Code which states that: "In case of extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment" does not apply to the Account.

33. <u>Governing Law.</u> These Terms and Conditions are governed by the Philippine law and rules and regulations, existing or prospective, applicable on the Account, issued by the *Bangko Sentral ng Pilipinas (BSP)*, Philippine Deposit Insurance Corporation (PDIC), Philippine Clearing House Corporation (PCHC), and such other agencies regulating, monitoring or supervising banking operations.

34. <u>Separability Clause.</u> In the event that any provision of these Terms and Conditions shall be declared invalid, illegal or unenforceable by competent court, the other provisions not affected thereby shall remain valid and enforceable.

35. <u>Supplementary Provisions.</u> Provisions pertaining to specific products, facilities, services, and channels of the BANK shall likewise be provided in a separate supplementary document and, together with these Terms and Conditions, shall constitute one integrated document.

Deposit Products and Services

36. <u>Savings Account.</u> (a) **Passbook.** The Passbook is non-transferable. The ACCOUNTHOLDER agrees that the BANK shall not be liable for payments made to any person who shall present the passbook issued for the Deposit Account. No entries other than those effected by the Bank shall be recorded in the Passbook. The Passbook is issued to assist the ACCOUNTHOLDER in monitoring transactions and account balance of the Account. The ACCOUNTHOLDER acknowledges that since without Passbook transactions are allowed (i.e. through ATM or other BANK Channels), the BANK's records shall prevail in case of discrepancy on the amount of balance shown in the Passbook and the BANK's records.

(b) Automated Teller Machine (ATM) Card. The ACCOUNTHOLDER acknowledges that the ATM card is and shall remain the property of the BANK and must be surrendered to the BANK upon request. The ACCOUNTHOLDER must keep the ATM card in a secure place at all times and exercise due caution to prevent its loss, theft or misuse. In case of loss or theft of ATM card, the ACCOUNTHOLDER agrees to immediately report the loss or theft by calling the PNB Customer Care Hotline or the BANK's Branch where the Account is maintained (the "Maintaining Branch"). ATM cards that are captured for no apparent reason in any ATM shall likewise be considered lost and must likewise be reported promptly. Prior to the BANK's receipt of any report of loss or theft, all transactions generated through the use of the ACCOUNTHOLDER and the BANK will not held liable for any loss or damage incurred by the ACCOUNTHOLDER.

The ACCOUNTHOLDER shall not reveal the Personal Identification Number (PIN) or cause to reveal the PIN to any person under any circumstances. The ACCOUNTHOLDER shall assume full responsibility for all transactions made through the use of the ATM card whether or not made with the ACCOUNTHOLDER's knowledge or authority. The ACCOUNTHOLDER must notify the BANK of any error or irregularity in ATM transaction/statements immediately upon knowledge of such error or irregularity. The BANK may require the ACCOUNTHOLDER to submit a written report or complaint on the erroneous or irregular ATM transaction/statements. The ACCOUNTHOLDER is bound by the additional provisions contained in the PIN mailer envelope.

Use of the ATM Card is subject to revocation and/or repossession upon receipt of notice by the BANK of any violation of any of these Terms and Conditions or for any other reason(s) which, in the opinion of the BANK, would prejudice the interest of either or both the ACCOUNTHOLDER and/or the BANK. The ACCOUNTHOLDER acknowledges that the BANK may withdraw, disable and/or suspend the ATM Card or any service offered in connection therewith at any time without prior notice.

37. <u>Current Account.</u> The ACCOUNTHOLDER shall be responsible for all checks issued from the Deposit Account. The ACCOUNTHOLDER undertakes to observe extraordinary diligence in the custody and use of the checks or checkbooks. The ACCOUNTHOLDER shall assume full responsibility for any forged, unauthorized and/or altered checks. In such cases, the presumption is that the ACCOUNTHOLDER has been negligent in the custody and/or use of the check/s or checkbook/s.

All blank spaces on checks drawn must be properly completed. The BANK may dishonor checks if signatures are not in accordance with the specimen(s) registered with the BANK. Any erasure or alteration of the date of the check, name of the payee, amount in words, amount in figures, the drawer's signature(s), account name, account number, check number, MICR characters, regardless of any counter-signature or initials that appear to authorize the erasure or alteration will not be honored. In case of erasure or alteration, the ACCOUNTHOLDER must issue a new check.

A request to close or terminate the Deposit Account shall be effected by the BANK only after all checks drawn by the ACCOUNTHOLDER against the Deposit Account and unissued checks shall have been accounted for to the satisfaction of the BANK. The ACCOUNTHOLDER shall return to the BANK all unissued checks and shall be liable to the BANK for any damage or liability which the BANK may incur or suffer by reason of the ACCOUNTHOLDER's failure to surrender unused checks. In addition to the BANK's right to close the Deposit Account in Section 21 hereof, the ACCOUNTHOLDER hereby authorizes the BANK to close the Deposit Account even without prior notice to the ACCOUNTHOLDER upon the occurrence of any of the following events: (i) issuance of three (3) no sufficient fund (NSF)/late funded checks within a period of thirty (30) days; (ii) issuance of five (5) NSF/late funded checks within a period of ninety (90) days; (iii) issuance of NSF checks with any amount grossly disproportionate with the deposit balance of the Deposit Account; (iv) failure to maintain the minimum maintaining balance requirement for at least three (3) consecutive months; (v) overdraft (negative balances) due to service charges; or (vi) adverse credit reports of findings regarding the ACCOUNTHOLDER. In the event the Deposit Account is closed for any of the foregoing reasons, the ACCOUNTHOLDER further authorizes the BANK to report such closure and the reason/s therefore to any credit information entity or body established to keep record of any monitor mishandled accounts.

a) Checkbook. Pre-encoded checkbooks are available upon opening of the Deposit Account. The checkbook ordered will be available for pick-up at the Maintaining Branch (or delivered to the given address, if requested and subject to security procedures). The checkbook request will be subject to fee or charge which the ACCOUNTHOLDER authorizes the BANK to debit from the Deposit Account. In case the checkbook(s) will be picked-up or received by a representative, the ACCOUNTHOLDER must submit a letter of authorization and acknowledgment that the BANK shall not be liable for any loss or damage suffered or may be suffered by the ACCOUNTHOLDER arising from the BANK's release of the checkbook(s) to the ACCOUNTHOLDER's authorized representative.

b)Statement of Account (SOA). The BANK shall send an itemized SOA (monthly/quarterly) through mail to the ACCOUNTHOLDER's address on record. The ACCOUNTHOLDER shall promptly notify the BANK in writing of any change of address, failing which the BANK's sending of SOA to the address on record shall be deemed sufficient. In case the ACCOUNTHOLDER opts to pick-up the SOA, the ACCOUNTHOLDER has six (6) months from statement date to claim the SOA from the Maintaining Branch.

Except as otherwise provided hereunder or under the separate agreements covering specific accounts, the ACCOUNTHOLDER shall be deemed to have accepted the correctness of the entries made therein and/or waived any claims against the BANK if, after the lapse of fifteen (15) days from the date of receipt of such statement, the BANK does not receive any written complaint or notice of discrepancy from the ACCOUNTHOLDER.

Failure on the part of the ACCOUNTHOLDER to pick-up the SOA within six (6) months from statement date shall authorize the BANK to dispose the

SOA including related document/s such as scanned images of cancelled/ negotiated checks and copies of debit and credit memoranda.

insufficient funds (DAIF) or drawn against uncollected deposits (DAUD), or with technical defects shall be governed by the rules and regulations of the PCHC and the BSP and/or the clearing arrangements entered into by the BANK for the clearing of the foreign currency denominated checks. The BANK reserves the right to dishonor and return checks, at its discretion, without prior notification at any time and the ACCOUNTHOLDER agrees that The ACCOUNTHOLDER agrees that the use of the DBS is at the the BANK shall not incur any liability arising from said dishonor and return. Fees from the return and/or dishonor of checks shall be for the account of the ACCOUNTHOLDER and shall be debited automatically from the Deposit Account without prior notice.

d)Stop Payment. Stop payment request of a check or deposit item shall not be valid unless made in writing using the prescribed form of the BANK and duly acknowledged as received by the BANK. The stop payment request shall be subject to applicable fee pursuant to Section 8 and is accepted on the assumption that the check has not been negotiated as of the date and time of the stop payment request.

Should any lost check be negotiated despite the BANK's exercise of reasonable diligence, the ACCOUNTHOLDER agrees to hold the BANK, its directors, officers, employees and agents free and harmless from any loss or damage arising from such negotiation.

38. Time Deposit Account. A time deposit may be opened for a minimum amount and term as determined by the BANK. Upon opening of a time deposit, the ACCOUNTHOLDER shall be issued a confirmation advice which shall no longer be presented upon maturity or pre-termination of the time deposit. In the event the check(s) intended to fund the time deposit is/are returned, it is understood that the confirmation advice shall be deemed as cancelled. The ACCOUNTHOLDER acknowledges that the time deposit shall be automatically paid and terminated at maturity date and the proceeds thereof shall be credited to the designated settlement account which shall earn interest at rate applicable to such deposit account from the date of credit to the date of actual withdrawal or renewal. In the absence of a settlement account, the ACCOUNTHOLDER acknowledges that the BANK reserves the right to assign a settlement account. In case of pre-termination, applicable taxes and charges shall be deducted from the net proceeds of the time deposit and the ACCOUNTHOLDER hereby authorizes the BANK to debit such taxes and charges from the net proceeds. In the event of any discrepancy between the confirmation advice and the BANK's records, it is understood that the BANK's records shall prevail. In case of renewal, the BANK shall issue a new confirmation advice.

39. Foreign Currency Deposit Account. Withdrawals in foreign currency notes are subject to availability of such notes. Fractions of foreign currencies may, at the BANK's option, be paid in pesos. Conversion rates from one currency to another will be based on the BANK's prevailing buying and selling rates. The ACCOUNTHOLDER agrees that service fees may be charged for foreign currency cash withdrawals/deposits and authorizes the BANK to debit such fees from the Account. The BANK shall pay the ACCOUNTHOLDER in the currency required by the ACCOUNTHOLDER and/ or such other currency.

40. Digital Banking Service (DBS). The ACCOUNTHOLDER who wish to avail of the BANK's DBS shall enroll the Account with the Maintaining Branch. The BANK reserves the right to impose additional restrictions on or refuse enrolment of certain Accounts to DBS. Upon enrolment to DBS, the ACCOUNTHOLDER will have access to the BANK's Internet and Mobile Banking facilities and such other facilities as the BANK may offer from time to time. For joint "OR" Accounts, the ACCOUNTHOLDERS hereby authorize each joint ACCOUNTHOLDER to enroll the Account in DBS and agree with one another that all transactions to be made by any one of them via DBS are deemed done with the consent and within the lifetime of all co-depositors and such transactions are jointly and severally binding on each and every one of them.

The BANK reserves the right to cancel, terminate, or suspend the use of the DBS for any reason, including, but not limited to, improper handling, zero account balance, or violation of these Terms and Conditions and those specific to DBS. The ACCOUNTHOLDER may, at any time, cancel or terminate access or use of the DBS through a request made to the Maintaining Branch. The BANK reserves the right to deny, reject or refuse to grant, act on, or execute a request, instruction, or transaction of the ACCOUNTHOLDER for

the processing of the services available in DBS for any reason determined by the BANK.

c)Dishonor and Return of Checks. Return of checks drawn against The ACCOUNTHOLDER shall accept full responsibility for all transactions made through any Digital Banking channel that use the ATM Cardholder and ATM PIN, or the Username and User Password, with or without the ACCOUNTHOLDER's knowledge or authority, and shall accept the BANK's record of transaction as conclusive and binding for all purposes.

> ACCOUNTHOLDER's own risk and shall assume all risks, errors, omissions and delays incidental to or arising out of the use of DBS. The ACCOUNTHOLDER shall ensure the correctness of all transaction information given and hold the BANK free and harmless from any damages resulting from the BANK's reliance on the transactional information provided by the ACCOUNTHOLDER.

> The BANK shall not be obliged to complete financial transactions that are not covered by sufficient funds. Only cleared and withdrawable balances of enrolled Accounts shall be considered for these transactions. In case of insufficient funds in the enrolled Account, the request will automatically be cancelled, without need of prior notice. The BANK shall have no obligation or liability for cancelled transactions due to insufficiency of funds in the enrolled Account.

> The BANK will not be liable for any losses resulting from circumstances over which it has no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines or other interconnection problems, severe inclement weather, earthquakes, floods or other such events.

> The BANK does not warrant or represent that access to the whole or part of the DBS, or information and/or functions herein will be provided uninterrupted or free from errors or unauthorized third party interception or that any identified defect will be corrected, or that there will be no delays, failures, errors, omissions, or loss of transmitted information, or that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the computer or mobile system of the ACCOUNTHOLDER. The ACCOUNTHOLDER understands that account information, details, and/or services may not be available during end of day batch processing and/or system maintenance.

> The BANK, including its directors, stockholders, officers, and agents, shall in no event be liable for any loss or damages arising in connection with the access or use or the inability to access or use the DBS, or reliance on the information contained herein, or for any technical, hardware or software failure of any kind, or the interruption, error, defect, omission, delay in operation or transmission, computer viruses or line or system failure, even if the BANK is advised of the possibility of such damages, loss or expenses.

> Availment of the DBS constitutes acceptance of these Terms and Conditions and subsequent amendments thereof. In case of conflict between these Terms and Conditions in the Digital Banking Service and the terms and conditions governing the relevant transaction/s, product/s, and/or service/s provided herein, the latter will prevail. All terms and conditions of the ACCOUNTHOLDER's Account with the BANK insofar as not inconsistent herewith shall remain in full force and effect.

> 41. Consumer Assistance. The Bank has provided the following channels for the ACCOUNTHOLDER to provide feedback in order to continuously improve the service:

> 1. Approach our Customer Assistance Officer (CAO) or the Sales and Service Head (SSH) in the Branch.

> 2. Call PNB's 24/7 Customer Care Hotline at +632 573 8888 or email customercare@pnb.com.ph.

> The ACCOUNTHOLDER may also refer their concerns to the BSP Financial Consumer Protection Office at (02) 708-7087 or email consumeraffairs@bsp.gov.ph.

CLIENT 'S COPY