

SUPPLEMENTARY PROVISIONS FOR CURRENT ACCOUNT

- 1. The ACCOUNTHOLDER shall make an initial deposit in such amounts as may be prescribed by the BANK.
- The Deposit Account shall have a minimum monthly ADB of _______. The ADB is determined by dividing the sum of all daily balances for a particular period by the number of days in the said period.
- 3. Pre-encoded checkbooks are available upon opening of the Deposit Account. Re-orders are processed upon request by the ACCOUNTHOLDER and shall be available after printing. All blank spaces on checks drawn must be properly completed. The Bank may dishonor checks if signatures are not in accordance with the specimens registered with the Bank. All alterations made on checks must be authenticated by the full signature of the drawer. The ACCOUNTHOLDER shall exercise care in requisitioning additional checkbooks. Provided that the Bank had exercised reasonable diligence in determining the genuineness of the ACCOUNTHOLDER's signature on the checkbook requisition, the Bank may assume that the bearer of the requisition checkbook form is the authorized representative of the ACCOUNTHOLDER. The ACCOUNTHOLDER shall likewise safeguard all unutilized checks with utmost care to preclude any possible loss and/or pilferage.
- 4. The ACCOUNTHOLDER shall be responsible for all checks issued under his account. It shall be incumbent upon the ACCOUNTHOLDER to observe extraordinary diligence in the custody and use of his checks or checkbooks. He shall, likewise, observe the same degree of diligence when he requests for new checkbooks. The ACCOUNTHOLDER shall assume full responsibility for any forged, unauthorized and/or altered checks. If any forgeries or alterations are present in the check, the presumption is that the ACCOUNTHOLDER has been negligent in his custody and/or use of the check/s or checkbook/s.
- 5. The BANK shall send ACCOUNTHOLDER a monthly itemized statement of account together with scanned images of cancelled/negotiated checks. Further, after six (6) months from statement date, the unclaimed statements of accounts including the scanned images of cancelled/negotiated checks and ACCOUNTHOLDER's copies of debit and credit memos shall be disposed of by shredding.
- 6. ACCOUNTHOLDER may request closure of the Deposit Account at any time provided that such closure shall be effected by the BANK only after all checks drawn by the ACCOUNTHOLDER against the account and unissued checks shall have been accounted for to the satisfaction of the BANK. The ACCOUNTHOLDER is under obligation to return to the BANK all unissued checks and the ACCOUNTHOLDER 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 said unused checks.
- 7. The ACCOUNTHOLDER hereby authorizes the BANK to close the Deposit Account even without prior notice to the ACCOUNTHOLDER in case of the occurrence of any of the following events: (i) issuance of three (3) no sufficient fund (NSF)/late funded checks for the 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 balance requirements for at least three (3) consecutive months; (v) overdraft (negative balances) due to service charges; (vi) adverse credit reports of findings regarding the depositor.
- 8. In the event the Deposit Account is closed for the reason above stated, I/We further authorize the Bank to report such closure and the reason/s thereof to the BAP or to any central monitoring entity or body established by BAP to keep record of and monitor mishandled deposit accounts.
- 9. The ACCOUNTHOLDER shall hold the BANK, its stockholders, directors, officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with and arising from the: (i) closing of the Deposit Account; (ii) dishonor of any check thereunder which may be presented to the BANK after the closing of the Deposit Account; and (iii) reporting of the BANK of the closure of the Deposit Account and the reason(s) thereof to the BAP, or to any central monitoring entity or body established by the Bank to keep record of and monitor mishandled deposit accounts.
- 10. In case the checking account is a Budget Checking Account, the following additional provisions shall apply:
 - a. The Budget Checking Account is a non-interest earning checking account. It may be opened by individuals and non-profit organizations. The initial deposit and Minimum Balanced Required (MBR) for the Budget Checking Account is \$\in\$5,000.00.
 - b. The ACCOUNTHOLDER shall not be charged for the first three (3) negotiated checks within one (1) calendar month. In excess of the first three (3) checks negotiated in a calendar month, the ACCOUNTHOLDER shall be charged ₽20.00 for each succeeding check negotiated. This charge shall be debited against the Deposit Account on the following day. In case the checks issued do not reach three (3) checks in a particular month, the free

- charge mentioned above shall be forfeited. The issued checks for the month shall not be accumulated or carried over to the succeeding month/s for purposes of computing the issued checks which are free of charge for the succeeding months.
- c. The dormancy period for a Budget Checking Account shall be one (1) year, afterwhich it shall be subject to dormancy fee as may be prescribed by the Bank.
- d. Transfer of funds from a Budget Checking Account to another account maintained within the BANK cannot be done through a Debit Memo and the ACCOUNTHOLDER shall be required to issue a check in order to transfer funds from a Budget Checking Account to another account maintained within the Bank. Payment of bills to institutions (e.g. phone bills, water bills, credit card bills), except for payment of applicable charges to the BANK, cannot likewise be done through a Debit Memo and the ACCOUNTHOLDER shall still issue a check in favor of the payee institution.
- 11. In case the current account is a Greencheck Account, the following additional provisions shall apply:
 - a. Cash deposits shall be withdrawable immediately. Foreign currency check deposits are withdrawable only upon clearance of the subject check(s). Non-cash items presented shall be for collection from the bank against which it is drawn and the Bank shall only act as collecting agent. Uncleared deposits shall not be withdrawable. Furthermore, upon acceptance for deposit of dollar notes from the ACCOUNTHOLDER, the Bank does not acknowledge the authenticity of said notes. If the Bank subsequently discovers that said notes are counterfeits, then the Bank may return the said notes to the ACCOUNTHOLDER who shall exclusively assume the consequences thereof.
 - b. Greenchecks may be presented to the Bank branch/office where the account is maintained for encashment over the counter. Checks deposited to a Bank branch/office shall be coursed through the Bank's regional clearing center system. In case the check is deposited to other local banks or negotiated abroad, said check will be cleared with the CoresStates Bank of Delaware through the Federal Reserve System (FED) of United States of America (USA).
 - c. Request for stoppage of payment must be made in writing by accomplishing the Bank's stop payment form. No stop payment orders shall be accepted or entertained unless the balance of the included accounts at the time the order is received is sufficient to cover the amount of the check subject of the order. The Bank shall not be held liable by the ACCOUNTHOLDER in the event the stop payment order is not accepted by the Bank's correspondent banks. The Bank reserves the right to reject the acceptance of a stop payment order by the ACCOUNTHOLDER in the event the time limit set for the Bank to notify the correspondent bank of the stop payment order has already expired.
 - d. The ACCOUNTHOLDER can make a claim on forged or altered checks against any collecting bank for any loss sustained by the ACCOUNTHOLDER provided such claim shall be made within one (1) year from date of the check. For unauthorized endorsements, the ACCOUNTHOLDER can make a claim within three (3) years from date of the check.
 - e. Neither the Bank nor its correspondent bank(s) shall examine the checks for irregularity such as but not limited to verification of any signature which appears on any check or to determine whether any check bears any signature at all.

CONFORME:

CORPORATE ACCOUNTHOLDER	CORPORATE ACCOUNTHOLDER
By: Name: Position: Gov't Issued ID:	By: Name: Position: Gov't Issued ID:
INDIVIDUAL ACCOUNTHOLDER	INDIVIDUAL ACCOUNTHOLDER
Name: Gov't Issued ID:	Name: Gov't Issued ID: