



CUSTOMER INFORMATION FORM (Business)

BRANCH _____

DATE (MM/DD/YYYY) _____

NOTES: 1. PLEASE PRINT ALL INFORMATION.
2. ALL FIELDS WITH ASTERISK (*) ARE REQUIRED.

3. IF NOT APPLICABLE PLEASE INDICATE N/A.
4. PLEASE INFORM THE BANK IMMEDIATELY FOR ANY CHANGES.

BUSINESS INFORMATION

Name of Business*:		
Business Address*:		
Nature of Business*:		Country of Original Registration:
Telephone Number*:	Fax Number:	Email Address*:
Other Social Media Accounts (e.g. Facebook, Twitter, etc.):	Mobile Number*:	Tax Identification Number*:
Date of Registration (MM-DD-YYYY)*:	Business Registration Number*:	Registration Expiry Date (MM-DD-YYYY):

CATEGORY/TYPE OF COMPANY/BUSINESS (Please check appropriate box)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Single Proprietorship | <input type="checkbox"/> Government Non-Financial Corp. | <input type="checkbox"/> Local Government Units - Provincial | <input type="checkbox"/> Thrift Bank |
| <input type="checkbox"/> Partnership and Associations | <input type="checkbox"/> Cooperative | <input type="checkbox"/> NGO/NPO Foundations | <input type="checkbox"/> Rural Bank |
| <input type="checkbox"/> Private Financial Corporation | <input type="checkbox"/> National Government | <input type="checkbox"/> Central Government/Central Banks | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Private Non-Financial Corporation | <input type="checkbox"/> Local Government Units - City | <input type="checkbox"/> Commercial Bank | <input type="checkbox"/> Financial Intermediaries |
| <input type="checkbox"/> Government Financial Corporation | <input type="checkbox"/> Local Government Units - Municipality | <input type="checkbox"/> Universal Bank | <input type="checkbox"/> OBUs (Offshore Banking Units) |

FIRM SIZE

- | | |
|--|---|
| <input type="checkbox"/> Micro (assets of less than P3,000,000) | <input type="checkbox"/> Small (assets of P3,000,001 but not more than P15,000,000) |
| <input type="checkbox"/> Medium (assets of P15,000,001 but not more than P100,000,000) | <input type="checkbox"/> Large (assets of more than P100M) |
| <input type="checkbox"/> Others..... | |

FOR U.S. PERSONS UNDER FOREIGN ACCOUNT TAX COMPLIANCE ACT

The Foreign Account Tax Compliance Act ("FATCA") enacted by the U.S. government in March 2010 and which amended the U.S. Internal Revenue Code, is part of the U.S. government efforts to improve tax compliance of U.S. taxpayers with foreign financial assets and offshore accounts.

A U.S. person is one who is:

- U.S. entity
- U.S. residence
- A Partnership, Corporation or Association created or organized in the US or under laws of the U.S.
- U.S. telephone number
- Has a "care of" address, a "hold mail" address, or a U.S. Post Office address that is the sole address on file with respect to the account holder.
- Has granted Power of Attorney to a person with a U.S. address.
- Has provided Standing Instructions to transfer funds to an account maintained in the U.S. or directions received from a U.S. address.

For further information on FATCA, you may visit the following websites: www.irs.gov; www.treasury.gov; www.pnb.com.ph

Are you a U.S. Person? Yes No

If Yes please fill-out the information below.

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

Document Presented:

- W-8 BEN Form
- W-9 Form

U.S. Social Security Number (For Sole Proprietor):

□ □ □ - □ □ - □ □ □ □ □ □

U.S. Employer Identification Number (For Corporation):

□ □ - □ □ □ □ □ □ □ □

FOR BANK USE ONLY

CUSTOMER NAME: _____

CUSTOMER ID NUMBER: _____

List of Substantial U.S. Owners

With respect to any corporation, any specified U.S. person which owns directly or indirectly more than 10% of the stock of such corporation with respect to any partnership, any specified United States person which owns directly or indirectly more than 10% of the profits, interest, or capital interest in such partnership.





Name (Last Name, First, Middle Name):	U.S. Permanent Address	Social Security Number
1. _____	_____	□□□-□□-□□□□
2. _____	_____	□□□-□□-□□□□
3. _____	_____	□□□-□□-□□□□
4. _____	_____	□□□-□□-□□□□

CUSTOMER'S AGREEMENT

By signing this form, the ACCOUNTHOLDER hereby certifies and affirms that the information given above is true, correct and updated. The ACCOUNTHOLDER hereby allows PNB to verify said information and agrees to inform PNB of any change in the information provided above.

The ACCOUNTHOLDER hereby acknowledges to have read, understood and agreed to the terms and conditions governing the deposit products, services and facilities of PNB which the ACCOUNTHOLDER has availed of or shall, in the future, avail from PNB. The ACCOUNTHOLDER agrees to be bound by the terms and conditions thereof as well as to such relevant laws, rules and regulations governing the said deposit products, services and facilities. The said terms and conditions, including the applicable service and maintenance fees, were provided to the ACCOUNTHOLDER and are available via www.pnb.com.ph.

For purposes of compliance with relevant laws and regulations issued by appropriate regulatory authorities and agencies of the Philippines and such other countries having jurisdiction over the ACCOUNTHOLDER, the ACCOUNTHOLDER hereby authorizes PNB, its branches and agencies, and all of PNB's subsidiaries, affiliates or correspondent banks to access all information relating to the ACCOUNTHOLDER's PNB deposit account/s, (where applicable) disclose the ACCOUNTHOLDER's financial accounts to the US Internal Revenue Services as required for participating financial institutions under the US Foreign Account Tax Compliance Act (FATCA) due diligence rule, and disclose such data and papers pertaining to the ACCOUNTHOLDER's deposit accounts as may be required by government regulatory authorities, here and abroad, conformably with law.

_____ PRINTED NAME OF ACCOUNTHOLDER	_____ SIGNATURE OF ACCOUNTHOLDER/DATE		_____ CUSTOMER ID NO.
_____ PRINTED NAME OF ACCOUNTHOLDER	_____ SIGNATURE OF ACCOUNTHOLDER/DATE		_____ CUSTOMER ID NO.
_____ PRINTED NAME OF ACCOUNTHOLDER	_____ SIGNATURE OF ACCOUNTHOLDER/DATE		_____ CUSTOMER ID NO.
_____ PRINTED NAME OF ACCOUNTHOLDER	_____ SIGNATURE OF ACCOUNTHOLDER/DATE		_____ CUSTOMER ID NO.

FOR BANK USE ONLY

CUSTOMER CONTACT: <input type="checkbox"/> Walk-in <input type="checkbox"/> Solicited <input type="checkbox"/> Referred		ACCOUNT SOLICITED BY: _____ Signature Over Printed Name / Employee ID No. / Date	
NAME OF REFERROR: _____	RELATIONSHIP: _____	ADDRESS OF REFERROR: _____	
IDs PRESENTED: _____	VERIFIED AGAINST CWS: _____ SIGNATURE OVER PRINTED NAME / DATE	VERIFIED AGAINST OFAC / INF: _____ SIGNATURE OVER PRINTED NAME / DATE	DOCUMENTS VERIFIED AGAINST ORIGINALS BY: _____ SIGNATURE OVER PRINTED NAME / DATE
SIGNATURE AUTHENTICATED BY: _____ SIGNATURE OVER PRINTED NAME / DATE	ACCOUNT OPENING PROCESSED BY: _____ SIGNATURE OVER PRINTED NAME / DATE	ACCOUNT OPENING APPROVED BY: _____ SIGNATURE OVER PRINTED NAME / DATE	_____ SIGNATURE OVER PRINTED NAME / DATE

TERMS AND CONDITIONS GOVERNING THE OPENING AND MAINTENANCE OF DEPOSIT ACCOUNTS

The accountholder (individually the "ACCOUNTHOLDER" and collectively, the "ACCOUNTHOLDERS") hereby stipulates and agrees to be governed and bound by the following terms and conditions governing the opening and maintenance of the deposit account (the "Deposit Account").

Further, the ACCOUNTHOLDER hereby stipulates and agrees to be bound by pertinent laws, rules and regulations of the Bangko Sentral ng Pilipinas (BSP), Bankers Association of the Philippines (BAP), as well as any subsequent amendments or supplements thereof and any new laws or rules to be promulgated which are applicable to the Deposit Account.

Certain Deposit Accounts shall be additionally governed by the terms and conditions specific to such accounts as contained in the supplementary agreements attached hereto (the "Supplements") and, where applicable, the terms and conditions provided in the passbooks evidencing the Deposit Account.

1. **DEPOSITS.** 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 consideration of the BANK's acceptance of deposits which are not counted in the ACCOUNTHOLDER's presence by way of special accommodation, the ACCOUNTHOLDER hereby assumes the sole responsibility for any shortages/overages which may be found when the deposit is counted and the total thereof checked against the amounts indicated on the deposit slip/s and holds the BANK free and harmless from any liability arising therefrom. However, should any shortages or overages be found, the BANK shall advise the ACCOUNTHOLDER of such fact.

The BANK is hereby authorized to correct the entries in the deposit slip/s presented to reconcile with the actual deposit received as verified by the BANK's personnel.

2. **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 duly selected correspondents nor for losses in transit and no correspondent so selected 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 regardless of the time that has elapsed and regardless of whether or not the deposit item itself can be returned or to reverse/correct entries that were erroneously credited 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.

3. **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.

4. **STOP PAYMENT.** Stop payment request of a 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. Stop payment revocation shall also be in writing.

5. **DEPOSIT ACCOUNT BALANCE.** Except for manifest error, the ACCOUNTHOLDER agrees that the outstanding balance of the Deposit Account appearing in the ledger of the BANK is accurate and conclusive and shall be binding upon him. The ACCOUNTHOLDER specifically waives his rights under the provisions of Article 1250 of the New Civil Code insofar as it concerns the Deposit Account.

6. **AUTHORIZED SIGNATORY.** The ACCOUNTHOLDER shall advise the BANK in writing of any change in authorized signatories to the Deposit Account and shall submit to the BANK, in form and tenor acceptable to the BANK: (a) in case of individual ACCOUNTHOLDER or single proprietorships, a Special Power of Attorney designating the new authorized signatory of the ACCOUNTHOLDER; and (b) in case the ACCOUNTHOLDER is a corporation, association or partnership, a sworn certification by the Corporate/ Association's Secretary or by all the partners in a partnership regarding the approval of the appropriate resolution authorizing the change in authorized signatory. Pending acceptance by the BANK of such certification or authorization, the BANK may, at its exclusive option, continue to recognize existing signatories to the Deposit Account.

7. **JOINT AND SEVERAL ACCOUNT ("OR Accounts")** – 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 this 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 owner.

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, or by the attorney-in-fact or other legal representative of any of the ACCOUNTHOLDERS (including among others any one or more such checks or other orders in favor of the signer thereof), all without inquiry or regard by the BANK with respect to the use or disposition which may be made of the funds so withdrawn or otherwise disbursed; provided, however, that the BANK may, in its discretion, require the written consent or approval of all ACCOUNTHOLDERS for the transfer of all or any part of the said balance to the individual account of any of the ACCOUNTHOLDERS with the BANK.

Each ACCOUNTHOLDER expressly authorizes the other ACCOUNTHOLDER/S to do whatever he so desires with the funds in the Deposit Account without consent of the other/s. However, in case of conflict between or among the ACCOUNTHOLDERS, the BANK is hereby authorized to freeze the Deposit Account until the ACCOUNTHOLDERS shall have resolved their conflict or until the BANK receives a court order authorizing the release of the funds to one, some or all ACCOUNTHOLDERS 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 ACCOUNTHOLDERS shall hold the BANK free and harmless from any and all liabilities, damages, costs and expenses which the BANK may incur by virtue thereof.

The ACCOUNTHOLDERS hereby certify and declare that everytime a withdrawal is made, the other ACCOUNTHOLDER/S is/are still alive. In the event of death of any of the ACCOUNTHOLDERS, the BANK will be promptly notified thereof in writing by the surviving ACCOUNTHOLDERS.

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 upon compliance with the BANK's requirements and the BANK is hereby authorized to dispose of the Deposit Account in favor of the surviving ACCOUNTHOLDERS, subject to the settlement of whatever estate or other tax liabilities as may be required by law.

8. **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 this 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 both or all of the ACCOUNTHOLDERS jointly.

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 all ACCOUNTHOLDERS.

The ACCOUNTHOLDERS hereby certify and declare that everytime a withdrawal is made, the other ACCOUNTHOLDER/S is/are still alive. In the event of death of

any of the ACCOUNTHOLDERS, the BANK will be promptly notified thereof in writing by the surviving ACCOUNTHOLDERS.

The ACCOUNTHOLDERS hereby agree that upon the death of any one of the ACCOUNTHOLDERS, the funds in the Deposit Account shall be payable to and constitute a holdout, assignment or any form of encumbrance on the Deposit Account.

In case an ACCOUNTHOLDER is married, whether the Deposit Account is a single-name account or a joint account with the ACCOUNTHOLDER's spouse, the married ACCOUNTHOLDER hereby represents and warrants that his/her spouse has given consent to and has authorized the constitution of a holdout, assignment or any form of encumbrance that shall be constituted by the ACCOUNTHOLDER on the Deposit Account.

In case an ACCOUNTHOLDER is married and holds a joint account with a person other than his/her spouse, the married ACCOUNTHOLDER hereby represents and warrants that his/her spouse has given consent to and has authorized the constitution of a holdout, assignment or any form of encumbrance that shall be constituted by any of the ACCOUNTHOLDERS on the Deposit Account.

10. **BANK'S RIGHT TO CLOSE THE DEPOSIT ACCOUNT.** The BANK reserves the right to close the Deposit Account at anytime without prior notice to the ACCOUNTHOLDER if the same is improperly handled or for misrepresentation by the ACCOUNTHOLDER or for any other reasonable or justifiable cause as determined by the BANK. The BANK is authorized to report such closure and reasons therefor to the BAP, BSP or to any monitoring body established by BAP or BSP. The ACCOUNTHOLDER shall hold the BANK free and harmless from all liabilities, claims and demands arising from the above actions by the BANK.

11. **SET-OFF.** The BANK is hereby authorized to and may, at any time in its discretion, with or without notice to the ACCOUNTHOLDER/S, charge the Deposit Account and/or apply such amount thereof as shall be sufficient to pay any and all obligations of the ACCOUNTHOLDER/S to the BANK, including loans, interest, penalties, charges and other receivables from the ACCOUNTHOLDER/S whether covered by promissory notes or other credit agreements or arising from erroneous credits, and the BANK shall not thereafter be liable for withholding or applying to the payment of said obligations any or all amount of the Deposit Account or for the dishonor of checks, notes, drafts or other instruments for insufficiency of funds or other consequences of the foregoing.

In case of OR Account or AND Account, the ACCOUNTHOLDERS hereby authorize the BANK to set-off all amounts in the Deposit Account and/or apply such amount thereof as shall be sufficient to pay any and all obligations of any of the ACCOUNTHOLDER/S to the BANK, including loans, interest, penalties, charges and other receivables from any or all the ACCOUNTHOLDER/S whether or not covered by promissory notes or other credit agreements and the ACCOUNTHOLDERS hereby hold the BANK free and harmless from any and all liabilities arising from the withholding or application to the payment of said obligations any or all amount of the Deposit Account or for the dishonor of checks, notes, drafts or other instruments for insufficiency of funds or other consequences of the foregoing.

12. **DEPOSIT INSURANCE.** Deposits 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. 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 third 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 his relationship to the transferor.

13. **INTEREST.** Deposits with a minimum balance as prescribed by the BANK shall earn interest based on the prevailing rates, at such time or times as may be determined by the BANK under its existing policies or practices. However, the amount of said minimum balance that will earn interest, the interest rates and the period at which said interest shall be paid or become due are subject to change in accordance with the regulations issued or promulgated 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 the prescribed Interest Payment Date even if these Deposit Accounts meet the required minimum balance to earn interest at the time of closure. All interest earned shall be subject to the prevailing withholding tax rate except those with a certification of exemption from the Bureau of Internal Revenue ("BIR").

14. **FEES AND CHARGES.** A fee shall be charged on the following:

- Active Deposit Accounts falling below the required minimum monthly Average Deposit Balance (ADB) for two (2) consecutive months;
- Dormant Deposit Accounts (defined as accounts with no deposit or withdrawal for a continuous period of two (2) years for savings accounts and one (1) year for current accounts) falling below the required minimum monthly ADB;
- Deposit Accounts closed within a month after opening;
- Request for the issuance of certification of account balances;
- Replacement of lost passbook;

- f. Stop payment requests for check/s;
- g. Other services related to the maintenance of the Deposit Account depending on whatever policy the BANK may adopt in the future.

The service fees/penalty charges shall be in accordance with existing regulations of the BANK. The fees/charges under items (a), (b) or (c) shall be automatically debited by the BANK from the affected Deposit Account (regardless of whether the Deposit Account is owned singly, or a corporate account or is an Or Account or And Account of the ACCOUNTHOLDER). In case the affected Deposit Account is insufficient to answer for the fees/charges, the BANK shall deduct the said amounts from the other Deposit Accounts of the ACCOUNTHOLDER with the BANK. The ACCOUNTHOLDER hereby authorizes the BANK to debit the said fees/charges from the affected Deposit Account or the other Deposit 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. In case of automatic debit of the said fees/charges, the provisions of the foregoing paragraph shall apply.

15. **AVERAGE DAILY BALANCE.** The ACCOUNTHOLDER shall maintain, at all times, the required minimum monthly Average Daily Balance (ADB) relative to the Deposit Account.

The BANK shall notify the ACCOUNTHOLDER, by registered mail on his/her/their 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.

The BANK shall likewise notify the ACCOUNTHOLDER of any changes in the required minimum monthly ADB and the imposition of service and maintenance fees in case of non-updating, at least sixty (60) days prior to the imposition of said fees or charges. Said notice shall be delivered to the ACCOUNTHOLDER's address as appearing in the records of the BANK through regular mail, electronic mail, statement of account messages, courier delivery or other alternative modes of communication. Failure of the ACCOUNTHOLDER to inform the BANK of his/her/their objections to the imposition of service and maintenance fees within thirty (30) days from receipt of said notice shall be deemed an acceptance of the imposition of such fees and charges.

The cost of said notification shall be for the account of the ACCOUNTHOLDER and shall be debited by the BANK from the Deposit Account.

16. **UNCLAIMED BALANCES.** Pursuant to Act 3936 as amended by PD 679 of April 2, 1975, 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.

17. **STATEMENT OF ACCOUNT.** A statement of account shall be sent by the BANK to the ACCOUNTHOLDER. Except as otherwise provided hereunder or under the separate agreements covering specific deposit accounts, the ACCOUNTHOLDER shall be deemed to have received the statement of account or has accepted the correctness of the entries made therein or deemed to have waived any claims against the BANK if after the lapse of fifteen (15) days from the date of receipt of such statement of account, the BANK does not receive any written notice to the contrary from the ACCOUNTHOLDER. Unless the pick-up option is specified, the statement of account will be mailed to the ACCOUNTHOLDER.

The ACCOUNTHOLDER shall promptly notify the BANK in writing of any change of address, failing which the BANK's notices to the address on record shall be deemed sufficient.

In case an ACCOUNTHOLDER opts to pick-up his/her/their Statement of Accounts (SOA) from the BANK, the ACCOUNTHOLDER shall pick-up the SOA within thirty (30) days from the statement date.

Failure on the part of the ACCOUNTHOLDER to notify the BANK of any change in his/her/its/their address or to pick-up the SOA within thirty (30) days from statement date shall authorize the BANK to dispose the SOA including the supporting document/s after the required six (6) months retention period.

18. **AUTHORITY TO WITHHOLD, SELL AND/OR SET-OFF.** The Bank is hereby authorized to set-off or withhold as security for any and all obligations with the Bank, 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, or come into the hands of the bank in any way, for so much thereof as will be sufficient to pay any or all obligations incurred by the ACCOUNTHOLDER under the Deposit Account or by reason of any other transactions between the same parties now existing or hereafter contracted, to sell in any public or private sale any of such properties or securities of the ACCOUNTHOLDER, and to apply the proceeds to the payment of any of his obligations heretofore mentioned.

19. **ANTI-MONEY LAUNDERING.** The Deposit 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. 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 therewith.

The ACCOUNTHOLDER and any person making a deposit or remittance to the Deposit Account or the Beneficiary of the Deposit Account (hereinafter collectively referred to as "Accountees") warrant that their accounts of whatever nature such as but not limited to remittances, deposits, investments or trust accounts (hereinafter the "Account" irrespective of number) shall not be utilized for money laundering activities nor for funding terrorism and that the funds thereof, including all increments and additions thereto, shall not emanate from illegal/criminal activities or sources.

Any rule or law to the contrary notwithstanding, the Accountees agree that regulatory authorities of the Philippines as well as all countries where the funds or money originate or be remitted may conduct reasonable examination of the Deposit Account or otherwise require submission of pertinent data and papers for the purpose of removing any doubt and suspicion that the Deposit Account is involved in money laundering activities or terrorist financial activities or other illegal activities. Accountees allow, consent, permit and authorize the BANK and its branches, agencies and instrumentalities to participate in any such examination, investigation or inquiry and to submit pertinent data and paper relevant to the objectives of such examination or inquiry.

For this purpose, the BANK and its branches, agencies and instrumentalities are authorized to disclose such data and papers 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.

20. **DISCLOSURE OF INFORMATION.** The ACCOUNTHOLDER acknowledges that the Philippine Government, United States Government, and governments of other foreign jurisdictions where transactions pertaining or incident to the Deposit Account may transpire, may require the BANK, its branches and agencies, and all of the BANK's subsidiaries, affiliates or correspondent banks to disclose or produce information concerning the Deposit Account. For purposes of compliance with such governmental requirements, the ACCOUNTHOLDER hereby waives his/her/its rights under Republic Act 1405 (Law on Secrecy of Bank Deposits), Republic Act 6426 (Foreign Currency Deposit Act of the Philippines), RA 8791 (otherwise known as the General Banking Law of 2000), or any other pertinent law or regulation, as the same may be amended from time to time, and hereby authorizes the BANK, its branches and agencies, and all of the BANK's subsidiaries, affiliates or correspondent banks, without prior notice or reference to the ACCOUNTHOLDER, to make any and all disclosure of information regarding the Deposit Account as may be required by the Philippine Government, the United States Government or such other foreign governments. The ACCOUNTHOLDER hereby holds the BANK, its directors, officers, employees and other duly authorized representatives 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.

21. **TRANSFER OF INFORMATION.** The ACCOUNTHOLDER hereby consents to and authorizes the transfer, disclosure and communication of any information relating to the Deposit Account or any information thereon, or any of the ACCOUNTHOLDER's properties or investments with the BANK to any of the offices, branches, subsidiaries, affiliates, agents and representatives of the BANK and third parties selected by any of them, wherever situated, for use (including in connection with the provision of any service or product relating to your accounts, properties or investments and for data processing and storage, anti-money laundering monitoring, review and reporting, statistical and risk analysis, and risk management purposes). In addition, the BANK and any office, branch, subsidiary, affiliate, agent, representative or third party may transfer and disclose any such information as may be required by any law or regulation.

The ACCOUNTHOLDER hereby holds the BANK free and harmless from any liability that may arise from any transfer, disclosure or storage of information made pursuant to this provision.

22. **NON-RESIDENTS WITH PESO ACCOUNTS.** Non-residents may open a Peso Deposit Account subject to approval by the BANK and to applicable laws and regulations of the Republic of the Philippines, including those requiring all Peso Deposit Accounts by non-residents to be funded only by inward remittances of foreign exchange or the proceeds of conversion of properties located in the Philippines. The ACCOUNTHOLDER shall be responsible for and assume any and all taxes with respect to the Peso Deposit Account that may be required under applicable laws and regulations. Any outward remittance of funds from the Peso Deposit Account shall comply with applicable Philippines laws, rules and regulations.

A non-resident ACCOUNTHOLDER shall: (ii) provide his/her taxpayer identification number in the country where he is a citizen or a legitimate resident; and (iii) comply with documentation requirements for opening a deposit account per the regulations of his/her country. The ACCOUNTHOLDER further declares under penalties of perjury that: (i) the taxpayer identification number provided by the ACCOUNTHOLDER is true and correct; and (ii) the ACCOUNTHOLDER waives any bank secrecy, privacy or data protection rights related to the Deposit Account.

23. **NOTICE.** All communications and notices required to be given to the ACCOUNTHOLDER shall be personally delivered or transmitted by postage prepaid registered mail, by telefax or by electronic mail to the ACCOUNTHOLDER at his/her/its address 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, 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 the facsimile transmission report; or (d) if sent by electronic mail, upon successful transmission of the message based on the e-mail record of the BANK.

24. **BINDING EFFECT.** These terms and conditions are binding on each and all of the ACCOUNTHOLDERS and their respective heirs, executors, administrators and assigns.

25. **GOVERNING LAW.** These terms and conditions shall become effective upon the opening of the Deposit Account and shall be deemed to have been made under and shall be governed by the laws of the Republic of the Philippines, in all respects, including without limitation, matters of title, construction, validity, performance and discharge and shall not be waived, altered, modified, or amended as to any of its terms or provisions except in writing duly signed for and on the BANK's behalf. In the event that any provision of these terms and conditions, the Supplements or the passbooks shall be declared invalid, illegal or unenforceable by competent court, the other provisions of these terms and conditions, the Supplements or the passbooks not affected thereby shall remain valid and enforceable.