

#### ADDENDUM TO THE TERMS AND CONDITIONS FOR THE OPENING AND MAINTENANCE OF DEPOSIT ACCOUNTS (the "Addendum")

This **Addendum** is made and executed by and between:

(the "**Depositor**") and -

**PHILIPPINE NATIONAL BANK**, a universal banking corporation organized and existing under Philippine laws, with principal office address at PNB Financial Center, Pres. Diosdado P. Macapagal Blvd., Pasay City, Metro Manila (the "**Bank**")

#### WITNESSETH: That –

**WHEREAS**, the Bank is offering to its valued corporate clients a special eGov corporate automated teller machine (ATM) checking account facility (the "eGov Corporate Card Facility") which allows the issuance of ATM cards in the name of a corporation for the sole purpose of transacting through Bancnet's eGov System for the settlement of its contributions or payment obligations to government agencies such as SSS, Philhealth and Pag-IBIG;

**WHEREAS**, the Depositor desires to avail of the eGov Corporate Card Facility, and the Bank has agreed thereto, subject to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual stipulations set forth herein, the parties hereto hereby agree as follows:

## SECTION 1. eGOV CORPORATE ATM ACCOUNT

- 1.01 The Depositor shall open and maintain an eGov checking account (the "eGov Corporate ATM Account") for the sole purpose of transacting through Bancnet's eGov System for the settlement of its contributions or payment obligations to government agencies such as Philhealth. SSS and Pag-IBIG.
- 1.02 Subject to the Bank's existing policies on the opening and maintenance of deposit accounts, the Depositor shall open its eGov Corporate ATM Account at the Bank's Branch where Depositor has opened its mother account.
- 1.03 The Branch shall issue the corresponding eGov Corporate ATM Card (the "ATM Card") and the corresponding personal identification number (PIN) to be mailed/delivered directly to the authorized signatory/ies of the Depositor.

## SECTION 2. USE OF eGOV CORPORATE ATM CARD

- 2.01 Possession/custody, handling and use of the ATM card shall be the sole responsibility of the Depositor.
- 2.02 The Depositor shall duly designate the person who shall possess, handle and use the ATM Card in his/her capacity as officer or representative of the Depositor. For this purpose, the Depositor's PIN shall be disclosed only to its duly authorized signatory/ies, based on the Depositor's own internal control measures. It is understood that the Depositor's duly authorized representative cannot claim ownership of the eGov Corporate ATM Account; hence, in case of his/her death or infirmity, the account balance shall not be payable to his/her assigns or successors-in-interest.
- 2.03 Should there be any changes in the designation and authority to possess, handle or use the ATM card, the Depositor shall retrieve and secure the ATM Card to be surrendered to the Bank for re-issuance or replacement thereof in order to reflect the changes in the identity of the Depositor's authorized representatives. In case of loss of the ATM Card, the Depositor shall immediately notify the Bank in writing of such loss and submit a duly notarized affidavit with respect thereto.
- 2.04 No over-the-counter nor ATM withdrawals shall be made using the ATM Card. The sole use of the card shall be to transact through BancNet's eGov System to settle its contributions and payment obligations with government agencies, such as Philhealth, SSS and Pag-IBIG. In the automated teller machine, the ATM



Card can only be used for PIN change. For internet banking access, only Balance Inquiry and Bills Payment shall be available online.

- 2.05 The eGov Corporate ATM Account may only be funded through fund transfer from the Depositor's mother account. Likewise, funds may also be returned from the eGov Corporate ATM Account to the Depositor's mother account
- 2.06 The Bank shall issue a statement of account to the Depositor upon written request of its duly authorized signatory/ies.
- 2.07 The Depositor shall assume full responsibility for all online transactions made thru the use of its eGov Corporate ATM Card/Account. In this connection, the Depositor shall indemnify and shall hold the Bank free and harmless from any claims, losses, damages and liability arising from the use of the ATM Card. In cases of unposted payment, overpayment or double payment, the Depositor shall directly file the complaint with the concerned agency.

# SECTION 3. MISCELLANEOUS PROVISIONS

- 3.01 The Bank shall conduct a yearly review of the Depositor's eGov Corporate ATM Account transactions. If findings reveal any violation of the Anti-Money Laundering Act (AMLA) Provisions, the Bank shall terminate the Depositor's eGov Corporate ATM Account through a written notification to the Depositor.
- 3.02 The terms and conditions of this Addendum may not be changed, modified or amended except by a written instrument, which shall be signed by both parties.
- 3.03 This Addendum shall be further governed by the applicable rules and regulations of the Bank and BancNet, the Banker's Association of the Philippines (BAP), and the Bangko Sentral ng Pilipinas (BSP), governing ATM savings accounts, and except as otherwise provided herein, shall be deemed part and parcel of this Addendum.
- 3.04 The other terms and conditions for the opening and maintenance of deposit accounts not otherwise inconsistent herewith shall continue to be valid and in full force and effect, and such terms and conditions and this Addendum shall be read as a single integrated document.
- 3.05 If any one or more of the provisions contained in this Addendum shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum on this day of , 20

Depositor		PHILIPPINE NATIONAL BANK Bank
By:		By:
Name: Title:		Name: Title:
	SIGNED IN THE	PRESENCE OF:

Name:

Name: