

**UCPB SAVINGS BANK
DEPOSIT ACCOUNT TERMS AND CONDITIONS
GOVERNMENT AND INSTITUTIONAL CUSTOMERS**

The following Terms and Conditions (T&C) shall govern my/our deposit account/s with UCPB SAVINGS BANK "UCPBS" and "Bank" shall refer to UCPB SAVINGS BANK. "I," "We," "me," "us," "my," and "our" shall refer to the juridical entity or its authorized representative/s to open or maintain deposit account/s with UCPBS.

These T&C shall govern the use of passbook, checkbook facilities and services including any and all amendments thereto, and such other rules, regulations, terms and conditions as may be issued by UCPBS from time to time.

By signing on the T&C or my/our use of the passbook, checkbook facilities and services, I/we hereby acknowledge and confirm that I/ we have fully read, understood and agreed to be bound by these T&C with respect to my/our deposit account or accounts.

1. Account Opening

I/We are duly authorized by our governing board or, in the case of government line agencies or bureaus, by the head of agency to enter into this agreement with UCPBS.

I/We represent and warrant that I/we am/are the lawful owner/s of the Account and if another person is opening or transacting on my/our behalf, he/she is my/ our authorized representative, subject to the submission of the documentary requirements of UCPBS including compliance with the minimum client/depositor information, per BSP and other relevant issuances, and after due verification of my/our identity, signature, and other pertinent details. I/We agree to hold UCPBS free from any and all damages and liabilities that may arise from any fraudulent transaction in the account or fraudulent account opened in my/our name.

The Account shall be governed by the present and future rules and regulations of UCPBS, the Philippine Clearing House Corporation (PCHC), the Anti-Money Laundering Council, the Bangko Sentral ng Pilipinas (BSP), and the applicable laws of the Philippines, as may be amended from time to time.

I/We hold UCPBS free from any and all damages and liabilities in complying with the requirements of the law, including the reporting requirement to authorized agencies.

2. Joint "AND" Account

My/Our rights and obligations under Account/s opened by two or more juridical entities, through its authorized representative/s as in the case of joint ventures, shall be joint and not solidary.

3. Deposits/Withdrawals

A. UCPBS SAVINGS/CURRENT ACCOUNT

The Bank may credit to my/our Account any cash and check deposit upon presentation of duly accomplished deposit slip and only after its proper verification. Checks shall be accepted for deposit on collection basis and may be withdrawn only when cleared through the clearing house.

In receiving items for deposit, UCPBS's obligation shall only be that of a collecting agent and UCPBS assumes no responsibility beyond the necessary diligence in selecting correspondents. Until such time an actual payment shall have come to its possession, UCPBS reserves the right to charge back the Account for any amount previously credited. This reservation shall also apply to checks drawn on UCPBS which are not paid because of insufficiency of funds, forgery, unauthorized overdraft, stoppage or any other reason.

Whenever improper or erroneous credit is made on the Account, UCPBS shall, without prior notice and regardless of the intervening time that has elapsed be authorized to debit back any item previously credited.

Except for gross negligence, the Bank or any of its officers, employees or agents shall not be responsible for any negligence incurred as depository.

The BANK reserves the right to refuse acceptance of deposits if it resolves that acceptance thereof would expose the Bank to any risk.

The BANK shall not be responsible for any payment it may make on a 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 DEPOSITOR personally except in case of patently discernable acts of forgery or irregularity.

Opening/maintenance of AFTA account shall be governed by separate agreement.

In case/s of extraordinary inflation/deflation, the provision of Article 1250 of the Civil Code shall not apply to the deposit.

Current Account

I/We accede to the electronic clearing of checks and hereby waive the presentation for payment of the original to UCPBS.

Whenever the Account is mishandled as when the same is overdrawn or whenever an amount is withdrawn in excess of the required minimum balance, I/we obligate to pay UCPBS the debit balance appearing, if any, in the Account and/ or UCPBS's applicable service charges. I/We further authorize UCPBS to close the Account when mishandled and to report the fact of said closure and the reason thereof with the Banker's Association of the Philippines (BAP) or any central monitoring entity or body.

Stop Payment Orders on Current Account

Stop payment orders may only be honored when filed under such form and manner as may be prescribed by UCPBS and before UCPBS's certification, acceptance or payment of the check sought for stop payment.

Notwithstanding the timely filing of the stop payment order, I/we agree to hold UCPBS free and harmless from whatever liability that may arise when it honors the same.

I/We also agree that after the expiration of six (6) months from the date of stop payment of check, the request for stop payment shall be considered cancelled and should there be any fee occasioned by the stop payment, the same shall be charged by UCPBS against my/our Account.

Interbranch Deposit

Interbranch deposit is allowed subject to UCPBS's existing policy.

Passbook

Where the Account is Passbook-based, I/we agree that nothing shall be written therein which are not authorized by UCPBS. UCPBS shall not be responsible for any sum recorded therein without UCPBS's authorization. In the event of any discrepancy between the entries in the Passbook and UCPBS's records, the latter shall prevail.

The Passbook is not assignable or transferable. The Bank shall have the right to presume that the presenter of the Passbook is my/our duly authorized representative/s. I/We acknowledge that UCPBS possesses no obligation to indemnify me/us for unauthorized payments made on the Account prior to UCPBS's receipt of notice of its loss.

Loss or destroyed passbooks may be replaced by UCPBS upon prior payment of applicable fees and compliance with its documentary requirements.

Withdrawals

Withdrawals from the Account shall only be allowed by UCPBS upon presentation of a duly accomplished withdrawal slip and, where the Account is Passbook-based, the Passbook or where the account is a time deposit, the certificate of time deposit.

I/We agree that only checks/withdrawal slips containing signatures in ink or other means of writing with a character of permanence which can be verified by UCPBS shall be honored.

Stratified Savings Deposit (SSD) and Time Deposit (TD) are withdrawable only at the branch where the account is maintained.

In the event of any discrepancy between the entries in the passbook and the Bank's records, the latter shall prevail.

Interbranch Withdrawal

Interbranch withdrawal is allowed subject to UCPBS's existing policy.

B. TIME DEPOSIT ACCOUNT

I/We understand that this account is opened subject to the additional T&C herein contained and to the rules and regulations of the BSP, other government regulatory authorities and the BAP.

I/We agree that this deposit shall earn interest based on the rate specified in my/our Time Deposit Certificate.

I/We must present the properly endorsed certificate upon applying for withdrawal of my/our deposit and surrender the same upon repayment of the amount.

Matured time deposit not withdrawn or renewed on its due date shall earn interest at the rate applicable to savings deposits from maturity to the date of actual withdrawal or renewal.

In case of pre-termination/withdrawal of time deposit prior to maturity date, the equivalent documentary stamp tax shall be collected from the client including other penalties which may be imposed by the Bank. Pre-termination/withdrawal made within the first and second half of the agreed term will be given an equivalent of 25% and 50% of the original stipulated rate, respectively.

Unless presented on the date of maturity for withdrawal, UCPBS shall dispose of my/our deposit in accordance with the Time Deposit/Disposition of CTD Proceeds I/we signed upon placement.

Other T&C applicable to Time Deposit Account are incorporated in the certificate.

C. UCPB SAVINGS ECASH CARD

a. The Card. UCPB SAVINGS eCash Card is a card with stored value also known as a PREPAID DEBIT card. It is a non-interest-bearing account nor shall it earn. It may be issued to retail or corporate clients for their own use or for distribution to their beneficiaries.

"CARDHOLDER" shall refer to the person named or designated as the recipient or holder of the UCPB Savings eCash Card while the "APPLICANT" shall refer to the person who executes and submits the UCPB Savings eCash Card Availment Form, whether for the Applicant's own account or use of that of the Cardholder.

b. Card Value. The stored value in the PREPAID DEBIT card expressed in Philippine currency based on the limits prescribed by Bangko Sentral ng Pilipinas (BSP). UCPB Savings reserves the right to impose other limits on the initial / maximum load subject to the BSP-prescribed limits. The UCPB Savings eCash Card may be reloadable with additional value through: (a) over-the-counter (OTC) at any UCPB Savings Branch, (b) fund transfers from UCPB Savings account using UCPB Savings ATMs, and (c) other channels which will be made available for the withdrawal for the following banking day. Only cash and its equivalents shall be accepted as credit loads to the UCPB Savings eCash Card. Checks shall not be accepted. A daily ATM withdrawal limit of TWENTY THOUSAND PESOS (Php 20,000.00) is imposed on the UCPB Savings eCash Card. In case the Cardholder requires a higher ATM withdrawal limit, the Cardholder shall send a written request to UCPB Savings, which UCPB Savings may grant at its own discretion.

Amounts credited to the UCPB Savings eCash Card shall not earn interest, rewards, and other similar incentives convertibles to cash, nor shall the UCPB Savings eCash Card be availed issued at a discount.

c. Issuer of the eCash Card who is ultimately responsible to the eCash cardholders. The UCPBS e-Money Card, hereinafter referred to as "eCash Card", is a card that UCPB Savings Bank hereinafter referred to as "the Bank," issues for buyers of e-Money Card that has been approved by the Bank to be the cardholder of e-Money Card, hereinafter referred to as "eCash Cardholder", to perform financial transactions such as cash withdrawals, product and service payment, including using services and/or any financial transactions to access the Bank's services and/or any financial transaction in which the Bank provides via UCPBS ecash Card both existing and future services.

d. Availability of user's transaction history and/or statement of account. The eCash Cardholder is eligible to receive a transaction slip/history and/or statement of account as a document for the service use, purchase of products and/or services and/or money withdrawal at branch offices of the Bank, through ATMs, or other service channels of the Bank. In case of cash withdrawal via ATMs, with no available transaction slip, the ATMs will display the message "Sorry, this ATM is temporarily unable to issue transaction receipt. Would you like to continue?" The eCash Cardholder can choose to continue to withdraw cash but he/she will not receive the slip. However, the eCash Cardholder can check the transaction/and request transaction history/statement of account by calling the UCPBS (ATM Center Hotline No. 8847-1000, usbatmcenter@ucpbsavings.com) and/or Customer Assistance & Management Center Hotline No. 8811-0278) or via other channels as specified by the Bank. When the eCash Cardholder receives the transaction slip/transaction history as evidence of eCash Card transaction, the eCash Cardholder is responsible for examining the transactions on the slip and/or transaction history. If it is found that any transaction has errors/discrepancies or inaccuracy, the eCash Card Cardholder must raise an objection to the Bank within 10 business days from the date that the eCash Card Cardholder received the transaction slip and/or transaction history. If the eCash Card Cardholder fails to do so within such period of time, he/she will agree to allow the Bank to regard the amount of cash approved in the transaction slip and/or transaction history as an accurate transaction completely in accordance with the truth.

e. Refund policy, including refund conditions, procedures, turn-around time, and cost. The eCash Cardholder can use e-cash cards to perform various transactions as provided by the Bank. The transaction methods shall comply with the regulations as prescribed by the Bank. The eCash Cardholder agrees that the Bank is the only service provider to facilitate the purchase of products and/or services and/or payment for products and/or to provide services and conduct transactions as instructed by the eCash Card Cardholder. The Bank does not guarantee the quality of the said products and/or services. If there is a problem regarding the use of products and/or services or product and/or service defects, including returning

products, service cancellation, or product improvements or the use of service, the eCash Card Cardholder agrees to contact the seller of the product and/or the service provider by himself/herself. In the event that a refund of products or services is required, the eCash Card Cardholder agrees to request the said refund directly from the seller or service provider. The Bank has no duty to give a refund of the payment of product and/or service fees for the Cardholders in any way.

In the event that the eCash Card Cardholder finds any error in deduction, via the eCash Card, he/she must immediately notify the Bank of details such as date and time of transaction, deposit account involved in deduction, transaction type, name, and address of the eCash Card Cardholder. The eCash Card Cardholder consents to the Bank to check the error in the Bank's report in accordance with the Bank's procedures. If it appears later that the error is caused by the eCash Card Cardholder and the Bank has proceeded with the data provided by the eCash Card Cardholder, he/she agrees to waive the right to claim or sue the Bank to be liable for the deducted amount, including any damages or any other expenses.

f. Rights and responsibilities of users and merchants. Responsibility of the eCash Card Cardholder and Ownership of the Card - UCPB Savings will provide a system-generated, six-digit, initial PIN which the eCash Card Cardholder will use to access the ATMs to perform cash withdrawal and other transactions. The eCash Card Cardholder should immediately proceed to the nearest UCPB Savings ATM to change this initial PIN into a six-digit number of his/her preference.

The eCash Card Cardholder shall at all times:

- safeguard the UCPB Savings eCash Card as if it were cash;
- be solely responsible for the proper use, custody, safekeeping and security of the Card and the PIN;
- take all the necessary precautions to protect the UCPB Savings eCash Card from loss and prevent the disclosure of his/her PIN to any other parties; and
- hold UCPB Savings free and harmless against any and all consequences stemming from the unreported loss, unauthorized fraudulent use, and unauthorized disclosure of PIN.

The Cardholder agrees to indemnify UCPB Savings against any loss, damage and any such expenses (including, but not limited to, legal fees) which may be incurred as a result of the aforementioned reasons. The person named as the eCash Card Cardholder in the documents and records kept by UCPB Savings shall be conclusively deemed as the owner of the UCPB Savings eCash Card.

The merchant may refuse to process the transaction if the value on your eCash card is insufficient. However, if a purchase amount is greater than the value on your eCash card, in some circumstances the merchant may allow the eCash Card Cardholder to pay the difference by in an acceptable payment method (cash, cheque or credit or debit card).

g. Point of Sale. The card is honored in any establishment with BancNet logo. UCPBS shall not be liable to the cardholder if, for any reason, the card is not honored. In addition, UCPB Savings eCash Card may be used to: (a) withdraw cash through any ATM where UCPB Savings ATM cards are accepted, (b) purchase goods through Point-of-Sale (POS) terminals where UCPB Savings ATM cards are accepted, (c) perform the following transactions through UCPB Savings ATMs: (i) inquire card balance, (ii) pay bills, (iii) transfer funds to other UCPB Savings account, (iv) change the Personal Identification Number (PIN), and (d) such other uses as will be allowed by UCPB Savings. The UCPB Savings eCash Card shall be available to the Cardholder for use at any time up to the outstanding value loaded thereof. UCPB Savings reserves the right to charge fees on UCPB Savings eCash Card transactions / usages and revise or impose additional fees related to the services as it deems necessary. The Applicant / Cardholder agrees to pay the service charges and fees presently imposed or may in the future be imposed by UCPB Savings.

h. Withdrawals. The cardholder can withdraw from any UCPBS or BancNet member bank's ATM.

i. Loss of the Card. The cardholder is responsible for the card PIN's confidentiality. In case of loss/theft, the cardholder shall immediately call UCPBS (ATM Center Hotline No. 8847-1000, usbatmcenter@ucpbsavings.com and/or Customer Assistance & Management Center Hotline No. 8811-0278, [usbatmcenter@ucpbsavings.com](mailto:camu@ucpbsavings.com)) to report the loss/theft. UCPBS will endeavor to block transactions after the report. However, loss from unblocked transactions after the report and before UCPBS can implement complete blocking shall be for the account of the cardholder.

j. Replacement of Card. UCPBS will replace a card with inherent defect in the magnetic stripe at no cost. Replacements due to loss/theft, wear and tear shall be subject to replacement fee. The cardholder must surrender the damaged card or submit a notarized affidavit of loss.

k. Service Charges and Other Fees. UCPBS may increase or impose additional charges/fees in providing this service. The cardholder agrees to pay the increase and/or additional charges/fees that may be imposed in the future.

l. Perforation of Unclaimed Card. A card that remains unclaimed thirty (30) calendar days from date of receipt by the issuing branch shall be perforated for security reasons. Purchase of a new card shall be required.

m. Limitations on Liability. UCPBS is not liable for any loss or damage of whatever nature in connection with the use of the card such as, but not limited to, the following instances:

- disruption, failure or delay relating to or in connection with the ATM and Point-of-Sale (POS) functions of the card due to circumstances beyond the control of UCPBS;
- fortuitous events and force majeure such as, but not limited to, prolonged power outages, breakdown of computers and communication facilities, typhoons, floods, public disturbances and other similar or related cases;
- loss or damage which the cardholder may suffer arising out of any unauthorized utilization of the card due to theft or disclosure of PIN or violation of other measures with or without the cardholder's participation
- Inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the card; and
- indirect, incidental or consequential loss, loss of profit or damage that the cardholder may suffer or has suffered by reason of the use or failure/inability to use the card under the terms hereof.

n. Insurance. THE ECASH CARD FUND IS NOT INSURED WITH PIDC.

o. Escheat. Laws on unclaimed balances apply.

p. Rules and Regulations. The cardholder agrees to be bound by the rules, regulations and official issuances applicable to this service now existing or which may hereinafter be issued, as well as, such other terms and conditions governing the use of this service.

q. Agreement to the Terms and Conditions. The cardholder's signature herein or the cardholder's receipt of the card from the purchaser constitutes the cardholder's agreement to the above terms and conditions.

deems necessary to protect its interest.

For Current Account (CA), closure may be effected if the account is mishandled by the issuance of (3) unfunded or insufficiently funded checks in a period of 90 days or less whichever comes first.

The BANK is authorized to report such closure and reasons thereto to the Bankers Association of the Philippines (BAP), Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council or to any monitoring body established by BAP/BSP. The Depositor shall hold the BANK free and harmless from all liabilities, claims and demands arising from the above actions by the Bank.

The Account shall be considered DORMANT when it becomes inactive (no deposits

The Bank shall impose a monthly service charge on dormant account if the balance falls below the required minimum balance.

The Account may further be reported to the Treasurer of the Philippines as an unclaimed balance under the Unclaimed Balances Law (Republic Act No. 3936, as amended) wherein becomes inactive for ten (10) consecutive years. The dormant account thereafter shall be escheated in favor of the Philippine Government upon order of the Court. For the avoidance of doubt, accounts subject to rollover may be considered inactive for purposes of the Unclaimed Balances Law even in cases where a previous authority to have it automatically rolled over was issued to UCPBS for as long as no deposits or withdrawals have been made at the instance of the Depositor.

UCPBS shall have a lien and authority to debit from my/our Account for the satisfaction of any obligation owed by me/us due to UCPBS, its subsidiaries and affiliates (including but not limited to any applicable service charges, fees, and penalties) without prior written notice.

Subject to applicable withholding taxes, the Account shall earn interest at such rate which UCPBS may compute based on its cleared balance on a monthly or quarterly basis, at UCPBS's option. UCPBS may, from time to time, amend the applicable interest rate without prior notice. The Account shall not be entitled to interest where it is closed prior to an interest crediting date.

However, the amount of said minimum balance that will earn interest and interest rates are subject to change in accordance with the regulations issued or promulgated by the BANK.

Interest will be computed based on the average daily balance of the deposits credited to the account and shall become part of the principal. All interest earned shall be subject to the prevailing withholding tax except those with BIR Certificate of Exemption.

- Accounts closed within a month after opening
- Accounts falling below the required minimum Monthly Average Daily Balance (MADB), applicable for active and dormant accounts.
- Request for the issuance of certification of account balances
- Replacement of lost passbook
- Return checks in accordance with PCHC
- Other fees and charges which the BANK may impose depending on whatever policy it may adopt in the future

I/We acknowledge that a Statement of Account (SOA) shall be regularly provided to me/us **via email or sent to me/us via postal service** at my/our last given address unless the same is picked-up by my/our authorized representative from UCPBS Servicing Branch.

Unclaimed bank statements of accounts including the cancelled/negotiated checks and client's copies of debit and credit memos shall be disposed of by shredding six (6) months from statement date.

I/We shall promptly notify UCPBS in writing of any change in official mailing/ e-mail address, contact number/s or source of funds whenever necessary, and shall personally fill out a new Specimen Signature Card as may be required by UCPBS.

a. Change in authorized signatories to the account - also submit sworn certification by the Corporate / Association's Secretary or by all the partners in a partnership regarding the approval of the appropriate resolution authorizing such change/s in form and tenor acceptable to BANK. Pending acceptance by BANK of such certification, BANK may at its exclusive option continue to recognize existing signatories to the Account

b. Lost passbook - the Depositor shall also submit a duly notarized affidavit of loss to which the Bank, upon receipt of same shall facilitate closure of the deposit account

I/We warrant that the funds deposited are not proceeds of any criminal or illegal activity. The Bank reserves the right to close my/our Account without prior notice or consent if there is reasonable ground to believe that the funds are proceeds of a criminal or other illegal activity.

I/We hold UCPBS, its officers and employees free and harmless from whatever liability that may arise should I/we and/or the account be made subject to the applicable provisions of the Anti-Money Laundering Law, as amended, such as but not limited to transaction reporting, investigation, prosecution, asset preservation and/or forfeiture by applicable government authority, as the case may be.

I/We hereby agree to hold UCPBS free and harmless from any and all damages and liabilities arising from technical errors committed by UCPBS in the processing of transactions except if the same is due to the gross negligence of UCPBS or any of its employees.

My/Our Account or Accounts shall be insured against such risks and to such extent as may be prescribed under the applicable PDIC laws, rules and regulations, and any and all amendments thereof that may be issued in the future.

I/We acknowledge that UCPBS has the right to close the account at its sole discretion, **without need of prior notice**, at any time if the Account is without any outstanding balance, **or that the depositor turns out to be a fictitious/false individual, the deposit is used for fraudulent purposes**, or any reason that UCPBS

deems necessary to protect its interest.

For Current Account (CA), closure may be effected if the account is mishandled by the issuance of (3) unfunded or insufficiently funded checks in a period of 90 days or less whichever comes first.

The BANK is authorized to report such closure and reasons thereto to the Bankers Association of the Philippines (BAP), Bankgo Sentral ng Pilipinas (BSP), Anti-Money Laundering Council or to any monitoring body established by BAP/BSP.

The Depositor shall hold the BANK free and harmless from all liabilities, claims and demands arising from the above actions by the Bank.

Voluntary closure of deposit account shall be allowed at the branch where the account is maintained by the depositor himself subject to:

SA & SSD- presentation of Passbook and duly signed withdrawal slip

TD- surrender of duly signed Certificate of Time Deposit (CTD)

CA- issuance of check for the account balance, surrender of all unissued checks and proper accounting of all checks drawn by the depositor against the account to the satisfaction of the Bank.

The current account Depositor shall:

- a. Be held liable for any damage or liability which the Bank may incur or suffer in view of its failure to surrender all unused checks.
- b. Hold the Bank and its officers and employees free and harmless from any liabilities, claims and demands of whatever kind in nature in connection with or arising from (i) the closing of the account and/or (ii) the dishonor of any check thereunder which may be presented to the Bank after closure of the account.

I/We attest that the information provided herein are true, correct and voluntarily given. UCPBS is authorized to give information on the Account to appropriate agencies in case of questionable implementation thereof, and represent and warrant that the opening of the Account and all transactions made thereon are not in violation thereof. I/We acknowledge that UCPBS is duly bound to comply with certain requirements under the law such as records management, reportorial requirements, disclosure of certain information about the Account and transactions pertaining thereto, and in connection therewith, hereby holds UCPBS free and harmless from any and all liabilities, claims and/or damages that may arise therefrom.

I/We hereby authorize UCPBS, a banking institution duly organized and existing under and by virtue of the Provision of RA 3844, as amended, to inquire and make verification with any bank, financial or lending institution whether juridical or otherwise as to the state and condition of any and all kinds of accounts I/we keep and maintain with any or all of them, and I/we hereby waive my/our rights to the secrecy thereof.

I/We hereby read, understood and agreed to be governed by the foregoing T&C and the attached Deposit Account Information.

Where an Account is opened jointly with another, my/our rights and obligations therein shall be jointly and not solidary.

Signature Over Printed Name

Date _____

Signature Over Printed Name

Date _____

Account Number:

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Distribution: 1 - Branch's copy 2 - Client's copy

