

# TERMS AND CONDITIONS

(APPLICABLE TO ALL TYPES OF DEPOSIT ACCOUNTS OF RIZAL MICROBANK)

## I. General Provisions for Deposit Accounts

1. **Documents and Information for Opening of Accounts:** The CLIENT represents and warrants that all documents, including identification papers/cards, presented or to be presented, and all information provided or to be provided by the CLIENT to RMB in connection with the CLIENT's application for the opening of, or for any transaction under, any and all present and future accounts (the "Account/s") with it are all genuine, true, complete and valid and that the said documents have not been cancelled or revoked and the information correct and subsisting as of the date they were provided to RMB.

The CLIENT also warrants that he will submit the documents and information required by RMB in relation to such account opening within the required period as may be imposed by RMB. Failure to submit said documents or information shall result in closure of the Account/s.

The CLIENT also warrants that, in case of any change in the submitted documents and information, the CLIENT will immediately inform RMB in writing and submit all relevant documents and information in relation to such change; otherwise, correspondence sent to the last address given shall be deemed to have been received by the CLIENT.

2. **Deposits/Payments:** RMB shall accept deposits and payments either in cash, check or debit the CLIENT's Account/s. All deposits/payments must be made by the CLIENT or by his representative by filling out the prescribed form. The CLIENT shall be responsible for the correctness, genuineness and validity of all items deposited and endorsements, signatures and information found therein. RMB shall not be liable for losses caused by any inaccuracies in filling-out the form.

3. **Receipt of Check Deposits:** A check or any other item not payable by RMB (Collection Item) shall be accepted by RMB for transmission only to the payor institution. RMB will not be responsible for any losses or delays occurring in the course of transmission when caused by the act, neglect, default, failure, or insolvency of any correspondent or transmitting entity or of the payor institution. No drawing shall be allowed against uncollected deposits. Proceeds from clearing of any Collection Item deposited shall be posted to the relevant Account, net of charges.

4. **Post-dated Checks:** The CLIENT agrees that any checks that are dated beyond the date of its deposit with or presentation to RMB ("Post-dated Check") shall not be accepted, whether for clearing or other purposes. The CLIENT therefore agrees to refrain from issuing Post-dated Checks or from depositing to or negotiating through his Account/s such check/s. If through inadvertence, RMB: (i) honors or pays out a Post-dated Check issued by the CLIENT, or dishonors a check issued by the CLIENT for any reason other than its being post-dated, or (ii) negotiates a Post-dated Check issued by the CLIENT, the CLIENT absolves RMB from claims resulting therefrom and the CLIENT shall answer for all charges or liabilities that RMB may incur arising from any Post-dated Check of the CLIENT.

5. **Second-endorsed Checks:** The CLIENT agrees that any checks deposited with or presented to RMB by a party other than its issuer or its payee ("Second-endorsed Check") may not be accepted by RMB for deposit. In exceptional cases where RMB accepts a Second-endorsed Check from the CLIENT, the CLIENT assumes full responsibility for the correctness, genuineness and validity of endorsements appearing on the Second-endorsed Check. The CLIENT warrants that he has the right and authority to endorse any Second-endorsed Check deposited in his account, whether or not the check bears his endorsement. The CLIENT shall indemnify RMB and hold RMB free and harmless from any and all claims, suits, actions, charges, losses, damages or other liabilities and obligations arising from or in connection with said acceptance. Furthermore, the CLIENT hereby authorizes RMB, upon its receipt of the Affidavit of the payee of a Second-endorsed Check affirming the forgery of the payee's endorsement or lack of payee's authorization for another party to negotiate the check, to debit from the Account/s such amount/s as shall be sufficient to answer for all sums that may be claimed against RMB arising from its acceptance of Second-endorsed Check/s from the CLIENT.

6. **Stale Checks:** Any check that is deposited with or presented to RMB for payment six (6) months from its date ("Stale Check") shall not be accepted.

7. **Returned Checks:** RMB is under no obligation to notify the CLIENT, before returning to the collecting or negotiating bank (thru PCHC/BSP Clearing House), checks drawn on it and which cannot be accepted because of insufficiency of funds or technical defects, e.g., post-dated, amount in words and figures differ, etc. or any other justifiable reason. Neither has RMB any obligation to inform the CLIENT about the return or dishonor by the payor institution of any check deposited or negotiated by the CLIENT with RMB.

RMB shall not be held liable for not informing the CLIENT of any check returned by or returned to RMB for whatever reason.

8. **Withdrawals/Fund Transfers:** All withdrawals/fund transfers at any RMB Business Center must be made by the CLIENT by filling out the prescribed form and shall only be allowed against cleared balances. Withdrawal/fund transfer through client's representative shall be allowed by RMB upon presentation of an authorization letter from the CLIENT and valid identification documents of both the CLIENT and his authorized representative, which shall be verified and validated by RMB. RMB reserves the right to refuse any withdrawal/fund transfer request if the results of document and signature verification are unsatisfactory.

9. **Improperly Handled Accounts:** An Account will be automatically closed by RMB without need of prior notification to the CLIENT in case the Account is mishandled by:

- (a) the issuance of unfunded or insufficiently funded check/s without prior arrangement with RMB; and/or  
(b) if any documents or information are not submitted within the required/regulatory periods.

In such an event, notice by registered mail shall be forwarded to the CLIENT at its address indicated in RMB's records. An RMB Manager's Check for the balance of its Account shall be issued and must be claimed by the CLIENT upon notification by RMB of the availability of the said Manager's Check. In case of checking accounts, the CLIENT agrees to return to RMB any unused checks he may have in his possession prior to the release of the Manager's Check.

10. **Closure of Account:** RMB reserves the right to close an Account without prior notice to the CLIENT in cases where there is no deposit balance therein at any time, or when it is conducted in any other manner not satisfactory to it (including mishandling of the account), or if the CLIENT is found to be involved in fraud or an attempt to defraud, or the Account is being used as a tool for the commission of a crime, or is a defendant in court cases involving sums of money, or when the continued existence of the Account will prejudice RMB's interest in any way.

In the event an Account is closed (for any reason), RMB is further authorized to report such closure and the reason/s therefor to the Bankers Association of the Philippines (BAP), Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council (AMLC), U.S. Internal Revenue Service (IRS) and/or other appropriate government agency, office or body.

RMB shall not be liable for damages, claims and demands of whatever kind or nature, in connection with or arising from: (a) the closing of an Account; and/or (b) the dishonor of any check thereunder which may be presented to RMB after closure of the Account; and/or (c) the reporting by RMB of the Account closure and the reason/s therefor to the BAP, BSP, AMLC, US IRS and/or other appropriate government agency, office or body.

11. **Passbook/TD Placement Confirmation:** The passbook/TD placement confirmation is non-negotiable, non-transferable

savings Account will be credited quarterly for the interest earned. However, no interest will be paid on any savings Account whenever for ten (10) years there shall have been no deposit, withdrawal or any transaction on the Account.

Interest on time deposits and the terms of payment thereof shall be as indicated in the respective TD placement confirmation covering the time deposits. Initial interest on the time deposit shall be at the rate indicated on the face of the TD placement confirmation. Any changes in the interest rate of the placement upon rollover shall be indicated in the monthly Statement of Account/Rollover Advice to be provided to the depositor. No consent or confirmation, with respect to the change in the interest rate, shall be required from the depositor.

13. **Dormant Accounts:** A savings account without any activity (deposit/withdrawal/encashment) for two (2) years shall be classified as dormant. Dormant accounts may be subject to dormancy fees or services charges except for contractual savings which shall not be subject to dormancy fees. A CLIENT with a dormant account shall not be allowed to transact until this is reactivated. The CLIENT may reactivate a dormant account through any RMB Business Center upon accomplishing an Account Maintenance Form. Accounts remaining dormant for more than ten (10) years may be escheated in favor of the Philippine government as provided by law.

14. **Minimum Balance:** A minimum monthly average daily balance (ADB), as set by RMB, must be maintained by the CLIENT. Accounts falling below the required minimum monthly ADB shall be subject to service charge/s except for contractual savings which shall not be subject to service charge. RMB reserves the right to change the minimum monthly ADB or service charges. Notice of such change may be posted at RMB's branch premise.

15. **Service/Maintenance Charges:** The Account/s, whether active or dormant, shall be subject to service and maintenance charges (the "Charges") as set by RMB. RMB reserves the right to impose new Charges and change existing Charges within the limits allowed by law or pertinent regulations. Such Charges shall be deducted from the Account/s and RMB shall not be liable for the dishonor, as a result thereof, of checks, drafts, notes or other instruments because of insufficient funds.

16. **Counterfeit Note:** The amount of any deposited note found to be spurious or counterfeit by RMB or its depository bank or any government authority shall be immediately debited to or deducted from any or all Accounts of CLIENT, whether in Philippine Pesos or in foreign currency, without need of prior notice to the CLIENT, whether or not the counterfeit note is returned to RMB by its depository bank or government authority.

In case any counterfeit note is not returned to RMB by its depository bank, CLIENT shall not require RMB to return the same to CLIENT and shall not hold RMB liable for not returning the counterfeit note. CLIENT hereby acknowledges that RMB's verification of any note and its acceptance thereof for deposit/placement/mode of payment for remittance or for any other transaction with it is not considered by CLIENT as RMB's attestation to or confirmation of the authenticity of any such note.

17. **Joint Accounts (Applicable only to Individual Accounts):** All money deposited or to be deposited under a Joint Account shall be received and held by RMB on the understanding and upon the condition that said money so deposited is without reference to previous ownership, and all interests, dividends and credit thereon, shall be owned by the joint depositors equally or jointly. This joint ownership shall be binding on the joint depositors, their heirs, executors, administrators, as assigns.

In the case of joint "AND" Accounts, withdrawal will need the signatures of all the joint depositors or their respective duly appointed attorneys-in-fact authorized by their joint consent in writing. In the case of joint "OR" Accounts, withdrawals may be made by any or all of them, or any or all of their respective duly appointed attorneys-in-fact as authorized by their joint consent in writing. Any payments made from these accounts under any of the foregoing circumstances shall be valid and shall completely release and discharge RMB of any liability.

No instruction for change or modification of this joint ownership or closure of the Joint Account/s shall be effected unless reduced in writing and signed by the ALL joint depositors, whether in the case of joint "and" accounts or in case of joint "or" accounts. Provided, however, that an instruction from at least one of the "or" joint depositors shall automatically convert the "or" account to an "and" account and subject to withdrawal upon the signatures of all the joint depositors, and provided further that RMB may, at its option, close an Account any time if it has no outstanding balance.

18. **Signature Update:** The CLIENT hereby agrees to update its/his signature every three (3) years or sooner when required by RMB. Any changes in specimen signatures or authorized signatories shall only be accepted upon receipt by RMB of a written request from the CLIENT in the prescribed form. For joint accounts, written requests must be signed by ALL depositors. For juridical entities, the written request must be supported by a board/partners resolution, whichever is applicable.

19. **Authority to Disclose:** The CLIENT hereby authorizes RMB or its duly authorized personnel to disclose to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, Bureau of Internal Revenue, the U.S. IRS, or such other relevant regulatory agency and their duly authorized representatives, any information in relation to the Account/s with RMB as may be required by law, regulation, or agreement.

Likewise, the CLIENT hereby authorizes RMB or its duly authorized personnel to disclose to its foreign (if any) and local correspondent banks (if any) the information specified herein (and such other additional information provided to RMB by the CLIENT) for purposes of satisfying the requirements of the latter in relation to the processing, anti-money-laundering monitoring review, investigation, and audit of the transactions on the CLIENT's present and future Accounts.

The CLIENT agrees to indemnify and hold RMB free and harmless, including its officers, directors and employees, against any and all disputes, claims, demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the CLIENT in respect of or in connection with the information provided in relation to the Accounts, the disclosure of such documents and information on the Accounts, and the consent herein granted.

20. **U.S. Person Declaration:** If the CLIENT is a U.S. person (i.e., a citizen or lawful resident [green card holder] of the United States of America, or juridical entity organized under the laws of the United States of America), the CLIENT shall identify himself/self as one, provide RMB with his/his U.S. taxpayer identification number, and comply with all information and documentary requirements under U.S. regulations/agreements. The CLIENT hereby declares under penalty of perjury that:

- (a) The U.S. taxpayer identification number provided is true and correct; and  
(b) I/He agrees to waive any bank secrecy, privacy or data protection rights related to the CLIENT's Account/s

21. **Withholding:** The CLIENT hereby authorizes RMB to withhold any and all taxes/amounts in accordance with applicable local and foreign laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies. RMB shall notify the CLIENT thereof via mail to the CLIENT's last known address on file.

22. **Request for Copies of Documents:** RMB reserves the right to deny any request of the CLIENT for a copy of any document or record kept or to be kept by RMB on any transaction on the Account/s. The CLIENT agrees that he shall not compel RMB to produce any document or its copy and that he shall not hold RMB liable for any damages or costs for not producing

Second-endorsed check, or of a counterfeit note, or of any other obligation of the CLIENT arising from any transaction under his Account/s, the CLIENT shall immediately pay RMB said full amount or the deficiency, as the case may be, upon RMB's demand, without prejudice to RMB's right to seek other legal remedies.

25. **Excess or Erroneous Credit:** Any excess or erroneous credit posted to the CLIENT's Account/s shall be debited against this account and/or in or from other accounts of the Accountholder of any currency. The CLIENT hereby authorizes RMB to automatically debit any overcredit, erroneous credit or misposted amounts from the Account/s without need of notice or demand.

26. **Conflicting Authorized Signatories (Applicable only to Corporate Accounts):** In the event RMB is presented conflicting claims, documents or certifications on the authorized signatory/ies or representative/s of the CLIENT, RMB is hereby authorized to refuse to act on any instruction, or to allow any withdrawal or to honor any check, signed by any officer/s claiming to be the authorized signatory/ies of the CLIENT until RMB is presented a final and executory order or judgment by competent authority naming the authorized signatory/ies of the CLIENT or until a satisfactory arrangement is worked out, at the sole determination of RMB. In case of conflicting claims by the representatives of the CLIENT, RMB may, at its sole discretion, close the account and a Manager's Check for the outstanding balance shall be delivered to the office of the CLIENT at the address indicated herein or in the notice of a new address subsequently provided to RMB, if any.

27. **Indemnity:** The CLIENT shall hold RMB, and/or its directors, officers and personnel free and harmless from any and all claims, suits, actions, charges, other liabilities and obligations, and indemnify RMB, and/or its directors, officers and personnel upon demand, for all losses, damages and expenses it or any of them may suffer or incur, arising from or in connection with the acceptance of deposits to the Account/s or the processing of any transaction applied for or requested by the CLIENT, or for not honoring any instruction or check issued by the CLIENT or for closing any Account/s under the circumstances provided herein.

28. **Attorney's Fees and Costs/Venue:** In the event RMB is compelled to institute judicial or extra-judicial action or proceedings to enforce collection of any indebtedness arising out of this Agreement, the CLIENT agrees and shall be bound to pay RMB an additional amount equivalent to twenty percent (20%) of the total amount due, but in no case less than Five Thousand Pesos (P5,000.00) including accrued interest, as attorney's fees, in addition to cost of suit. In case a litigation arises herefrom, venue shall be exclusively in Makati City or in the place where the relevant Business Center or Branch of RMB (or where the Account/s involved in the judicial action is maintained) is located, at the option of RMB.

29. **Applicable Rules and Regulations:** In all cases not specifically provided for in the foregoing or otherwise by written agreement between RMB and the CLIENT, the usual customs and procedure common in banks in the Philippines shall exclusively govern all transactions between RMB and the CLIENT, with regard to the Account/s. The Account/s are also subject to such regulations, terms and/or conditions as may be imposed by BSP, BAP, U.S. IRS, and other regulatory agencies relative to the establishment and operation of the Account/s.

30. **Amendment:** RMB reserves the right to amend these Terms and Conditions at any time and without need of prior or subsequent notice of changes to the CLIENT. Any amendments or changes may be posted at any conspicuous place at the RMB Business Center or Branch or by publication or other means of communication, electronic or otherwise.

31. **Separability Clause:** If any or some of the terms and conditions herein is declared invalid or unenforceable, the rest of the provisions will not be affected thereby.

32. **Interpretation:** As used herein, the word "CLIENT" applies to any depositor, whether under an individual or a joint account shall include its plural form and the masculine pronoun used herein shall include the feminine and neuter form, whenever appropriate.

33. **Communication:** The CLIENT hereby agrees that RMB and its offices, branches, parent bank (Rizal Commercial Banking Corporation/RCBC), affiliates, agents, representatives and authorized third parties may send or communicate with the CLIENT via SMS, email and/or other means available in the future for reminders, notices, promotional advertisements/campaigns, from time to time concerning the Account/s of the CLIENT and other RMB products and services.

Any inquiries, complaints or requests of the CLIENT shall be communicated to RMB Business Center or Branch where his Account/s is maintained.

34. **PDIC Provisions:** Deposit accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum amount of Five Hundred Thousand Pesos (Php 500,000.00) per depositor. All PDIC laws, rules and regulations on deposit insurance shall apply.

35. **Coverage of Terms and Conditions:** All the terms and conditions above apply to all deposit Account/s whether existing now and/or to be opened hereafter.

36. **Governing Law.** These terms and conditions are governed by the laws of the Republic of the Philippines.