

TERMS AND CONDITIONS

APPLICABLE TO ALL TYPES OF DEPOSIT ACCOUNTS OF RMB

- I. General Provisions Governing the Opening and Maintenance of Bank Deposit Accounts
- 1. Documents and Information for Opening of Account. 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 of any transaction under, any and all present future accounts (the "Account/s") with it are all genuine, true, complete and valid and the said documents have not been cancelled or revoked and the information are 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, communication sent to the last correspondence details given shall be deemed to have been received by the CLIENT.

- 2. Acceptance of Transactions. The CLIENT will accept full responsibility for all transactions undertaken on the Accounts, such deposits, withdrawals, payments, loans, check deposits, encashment, placements, etc., which are deemed to have been processed by the CLIENT's knowledge or by his/her authority on the time and date they were undertaken. Transactions may now be undertaken in different branches of RMB. However, RMB does not authorize transactions undertaken outside bank premises, except for such exemptions as may be allowed by RMB's management and as may be provided under the law. Any transaction entered into with any bank personnel outside bank premises and not falling under lawful and/or policy exemptions shall not be recognized by RMB and shall be deemed to have been entered into without the proper authority.
- **3. Deposit/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 its authorized 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 pertinent bank form.
- 4. Receipt of Check Deposits. A check or any other item not payable by (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, insolvency of any correspondent or transmitting entity or of the payor institution. No drawing shall be allowed against uncollected deposits. Proceeds from clearing of Collection Item deposited shall be posted to the relevant Account, net of charges.

For checks deposited with RMB for clearing purposes, the CLIENT hereby authorizes RMB to process his/her checks for clearing under PCHC's Check Imaging Clearing System (CICS) thru the Clearing Facilities of Rizal Commercial Banking Corporation (RCBC). No alterations, erasures or with deficiency shall be accepted for any check received by RMB. If such check will be cleared under the CICS, the CLIENT understands that any alterations on the check will make it unacceptable for clearing purposes. The CLIENT further understands that RMB's acceptance of check deposits is still subject to passing all validation procedures under the CICS. Checks that do not pass said validation procedures shall be returned to the CLIENT.

5. 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 purposes. The CLIENT therefore agrees to refrain from issuing Postdated Checks or from depositing to or negotiating through its Account/s such check/s. If through inadvertence, RMB: (i) honors or pays out a Postdated Check issued by the CLIENT, or

dishonors a check issued by the CLIENT for any reason other than it 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.

6. Second-endorsed Checks. RMB may accept Second Endorsed Checks in accordance with 2020 MTPP subject with the following provisions: (A) The bank shall ensure that acceptance of second-endorsed checks shall be treated with caution and that enhanced due diligence is strictly conducted to make sure that the Bank is not being used as instruments for money laundering or other illegal activities. For purpose, RMB can only accept Second-endorsed checks in cases where: (1) From properly identified customers who should be profiled as High-Risk; (2) Only after establishing that the nature of the business of said customer justifies, or at least makes practical; (3) The CLIENT assumes full responsibility for the correctness, genuineness and validity endorsements appearing on the Second-endorsed Check; (4) The CLIENT warrants that he has the right and authority to endorse any Secondendorsed 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 Secondendorsed 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 Secondendorsed Check/s from the CLIENT. of isolated transactions In case involving of deposits secondendorsed checks by customers who are not engaged in trade or business, the true and full identity of the first endorser shall be established and the record of the identification shall be kept for five (5) years.

- 7. 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.
- 8. Returned Checks. RMB is under no obligation to notify the CLIENT, before returning to the collecting negotiating bank (thru PCHC/BSP Clearing House), checks drawn on it and which cannot be accepted because of insufficiency of funds, rejection by the CICS 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.
- 9. Withdrawals/Encashment/Fund Transfers/Termination of Deposit (TD). withdrawals/encashment/fund transfers/termination of Time Deposit at any RMB Branches must be made by the client by filling out of the prescribed bank form and shall only be allowed against cleared balances or available funds at the depositor's RMB Branch. Inter-branch withdrawals or encashment of checks are allowed provided that proper KYC procedure have been conducted by the servicing and confirmed by the originating branch. Checks issued by the client for encashment will be honored upon presentation of valid identification documents of the payee. Amounts in excess of P20,000.00 must be cleared first by the account holder before pay-out. 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 withdrawals/encashment/fund any transfer request if the results of are unsatisfactory.
- 10. 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 the unfunded issuance Ωf insufficiently funded check/s without prior arrangement with RMB; and/or

if any documents or information are submitted within 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. RMB'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 Check. The CLIENT agrees to return to RMB any unused checks it may have in its possession prior to the release of the Check. Funds can also be used to open a Regular Savings Account.

- 11. Temporary Holding of Accounts. In cases where: (a) there is a claim or dispute relating to the Account, or (b) there are conflicting claims or representations causing threatening to cause confusion or doubt as to the ownership of, or manner of operating the Account, or (c) the Bank receives contradictory instructions, written or otherwise, or any instruction not to allow a signatory to operate the Account, or there exists or occurs circumstances or events analogous or similar to any of the foregoing, the Bank shall have the right, in its sole discretion, but without any obligation to do so, to place a temporary hold on the Account and/or take any necessary action, including but not limited to, the filing of interpleader suits, any of which acts performed by the Bank are hereby expressly authorized, confirmed and ratified by the CLIENT. For this purpose, the CLIENT hereby agree to fully indemnify and hold the Bank, its directors, officers, employees, and representatives free and harmless and liabilities against any all including civil, criminal administrative liabilities, which the its directors, officers, employees and representatives or any of them may incur or suffer in connection with the Bank's act of temporarily placing a hold on the Account or the pursuit of any such action which the Bank, at its option, considers appropriate including the
- document and signature verification 12. Closure of Account. RMB reserves the right, at its sole discretion, to close any or all of the CLIENT's Account/s with the Bank for any reason whatsoever, at any time and without prior notice or obligation to disclose the reasons for such closure to the CLIENT. The Bank is authorized to close the Account/s even without prior notice in case said Account/s are: (a) mishandled

filing of interpleader suits.

by the issuance of unfunded or the issuance of unfunded insufficiently funded check(s); or (b) involved in or used or suspected to be used for any fraudulent, criminal or unlawful activities; or (c) there was misrepresentation(s) in the in the opening of the said Account/s and to report such closure and the reason(s) therefor to BAP, BSP or to any central monitoring entity or body established by the BAP or BSP to record of and mishandled deposit account: or (d) if in cases where there is no deposit balance therein at any time, or when it is conducted in any other manner not satisfactory to the continued existence of the Account/s 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 therefore to the Bankers Association of Philippines (BAP), Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council (AMLC), and/or 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 Account closure and the reason/s therefore to the BAP, BSP, AMLC, US IRS and/or other appropriate government agency, office or body.

13. Passbook/Time Deposit Placement Confirmation: The Passbook/TD Placement confirmation is non-negotiable, nontransferrable and non-assignable. No entries other than those effected by the bank itself shall be recorded in the Passbook/TD Placement confirmation. In the event of any discrepancy between the entries in the passbook and those appearing in the records of RMB, the latter shall prevail.

The CLIENT agrees to give extra care to the Passbook/TD Placement confirmation issued by RMB for the Account/s. Lost, stolen or destroyed passbooks shall be immediately reported by the CLIENT to the RMB Branch where his account is maintained. A new passbook shall be issued provided that the requirements of RMB are complied with. RMB shall not be liable and obliged to replace the lost or stolen TD Placement Confirmation of the

CLIENT regardless if such is reported by the CLIENT to the bank. Any claim of erroneous entry on the passbook/TD Certificate Placement confirmation must be made by the CLIENT before leaving the RMB premises or on the occasion when the entry is made. All erroneous entries posted on the Passbook/TD Placement Confirmation should be immediately reported, otherwise, RMB shall be relieved from any responsibility in connection therewith.

- 14. Funding of TD Placement. A Time Deposit may be opened for a minimum amount and term as determined and agreed by the Bank and the CLIENT. Upon opening of Time Deposit, the CLIENT shall be issued a Certificate of Time Deposit/TD Placement Confirmation which shall be presented by the CLIENT to the Bank upon renewal/ maturity or pre-termination of the account. In the event that the check/s is/are intended to fund the Time Deposit Account and is/are subsequently returned, understood that the Certificate of Time Deposit shall be deemed as Cancelled. The CLIENT acknowledges that if additional placement or partial withdrawal is made, the same account number shall be used and a new CTD shall be issued. A new DST shall then be computed based on the new amount of TD Placement. The CLIENT also acknowledges that the Certificate of Time Deposit which are due to mature and did not indicate any instructions as to the disposition of the deposits, the CLIENT shall be contacted and reminded of the maturity date, otherwise at the time of withdrawal or renewal, the account's interest rate for the day's in excess of the original term shall earn interest at the rate applicable to Regular Savings Deposit account. pre-termination, case of applicable taxes and charges shall be deducted from the net proceeds of the Time Deposit and the CLIENT hereby authorizes the Bank to debit such taxes and charges from the net In the event of any proceeds. discrepancy between the Certificate of TD and the Bank's records, it is understood that the Bank's records shall prevail. In case of renewal, the Bank shall issue a new Certificate of Time Deposit.
- 15. Checkbooks. RMB furnishes Checkbooks within a reasonable time after a request and payment therefore is made by the CLIENT. The CLIENT shall exercise care in

- requisitioning additional for checkbooks. The CLIENT agrees that provided RMB exercises reasonable diligence in determining the genuineness of the CLIENT's signature on the requisition for checkbook, RMB may assume that the bearer of the requisition for checkbook form is the authorized representative of the CLIENT. It is incumbent upon the CLIENT to check the correctness and completeness of the checkbook acknowledging before receipt thereof. The CLIENT shall likewise safeguard all unutilized checks with utmost care to preclude any possible loss and/or pilferage. Any lost unissued check or booklet shall be reported immediately to RMB using the Stop Payment Form. The use of MICR checks printed or secured from entities other than those accredited by the BAP Accreditation Board shall constitute a waiver on the part of the CLIENT its rights to claim reimbursement/refund or damage of any kind arising therefrom.
- 16. Stop Payment. Should the CLIENT desire to stop the payment of any check issued against its Account, complete instructions fully identifying the check should be communicated to RMB in writing using RMB's SPO Form. The CLIENT shall furnish RMB with any further documents necessary for the purpose of effecting the CLIENT's instruction. The Stop Payment Order shall be effective for one (1) year only from the date of receipt of order, renewable execution of another Stop Payment Order. Therefore, the CLIENT must, at all times, exercise care in handling and issuing checks to preclude possible losses.
- 17. Statement of Account. Statements of Accounts (SOAs) shall be issued on Current Account. The SOAs shall be delivered at/mailed to the CLIENT's last known address on file emailed to the CLIENT's designated email address if enrolled in RMB's electronic channels, per instruction initially done at the opening of the account. (Images of negotiated checks will be provided to the CLIENT as part of the SOA.) The CLIENT should promptly notify the RMB Customer Care of nonreceipt of SOAs. Any exceptions or questions on the statement or advice rendered should be reported to RMB within thirty (30) calendar days from date of receipt thereof, otherwise, the CLIENT shall be

- deemed to accept the correctness of the statement or advice.
- 18. Interest. Current Accounts will earn interest at a rate determined by RMB, computed on the basis of its average balance daily and compounded quarterly, provided the required minimum daily balance is maintained. Any account will be credited quarterly for the interest earned. However, no interest will be paid on all dormant deposit accounts. No consent confirmation, with respect to the change in the interest rate, shall be required from the depositor.
- 19. Dormant Accounts. A Current Account without any transactional activity for one (1) year shall be classified as dormant. Dormant accounts that are below minimum monthly maintaining Average Daily Balance may be subject to service charges within five (5) years of inactivity. A CLIENT with a dormant account shall not be allowed to transact until this is reactivated. The CLIENT may reactivate a dormant account by going personally to the maintaining branch of account and submitting the documents required by RMB and upon accomplishing the Deposit 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.
- 20. 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 for two (2) consecutive months shall be subject to service charge/s. RMB reserves the right to change the minimum monthly ADB of service charges. Notice of such change may be posted at RMB's website or by posting at the RMB Branch.

21. 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 and change Charges 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 instruments because insufficient funds.

- 22. Early Closure. If the CLIENT applies for termination or closure of his Account within six (6) months from its account opening, the CLIENT shall pay an Early Closure Fee (ECF), based on the prevailing rate at the time of application, before **RMB** effects the Account closure. **RMB** termination or reserves the right to automatically deduct from the Account the amount for the payment of the ECF.
- 23. 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 or deducted from any or all Accounts of CLIENT, 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. CLIENT 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 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.
- 24. Joint Accounts (Applicable only to Individual Accounts): All money deposited or to be deposited under a Joint Account by either both or all of the joint depositors for credit to their joint Account shall be received RMB on and held by understanding and upon the condition that said money SO deposited is without reference to previous ownership, and 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, administrators, executors, assigns.

In the case of joint "AND" Accounts, withdrawal will need the signatures of all the joint depositors or their respective duly appointed attorneysin-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 of any or all of their respective attorneys-in-fact appointed authorized by their joint consent in writina. 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 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.

- 25. Conflicting **Authorized** Signatories. In the event that RMB is informed in writing: (1) that there is a pending case, claim or dispute relating to the Account; (2) that there conflicting are claims representations causing threatening to cause confusion or doubt as to the ownership of or the manner of operating the account; (3) there are contradicting instructions as to who are the signatories authorized of Account; (4) there is a written instruction or request by any person, natural or juridical, for the Bank put the Account on hold; or (5) any other analogous or similar circumstances, then RMB is hereby immediately authorized to refuse to act on any instruction or to allow withdrawal or to honor any check signed by any officer/s of the Corporation until RMB is presented with a certified true copy of the final and executory order or judgment by competent authority naming the authorized signatory/ies of CLIENT or until a satisfactory arrangement is worked out, at the sole determination of RMB. RMB may also, at its sole discretion, close the account and thereafter issue a Manager's Check in the name of the return Corporation to outstanding balance in the Account which may only be claimed by the duly authorized representative/s of the Corporation named in the certified true copy of the final and executory order or judgment naming the authorized signatory/ies of the CLIENT or until a satisfactory arrangement is worked out, at the determination RMB. sole of
- 26. Deceased Clients. When an official notice of death of the CLIENT has been received by RMB, the Bank shall have the right to refuse any withdrawal from the said Account, whether held alone or jointly with another, until all the requirements have been submitted by the CLIENT's heirs, in addition to any other documents as may be required by RMB:

- i. proof that the taxes imposed on the Account/s have been paid, as may be applicable; or
- ii. applicable BIR Form has been stamped received by the relevant RDO; and
- iii. proof that the claimants of the deceased are authorized to receive the funds, based either on Judicial or Extrajudicial Settlement of the estate of the deceased; and
- iv. Release of the funds from the Account of a deceased CLIENT shall be in the form of Check (never in cash) payable to the heirs of the deceased or to the executor/administrator appointed by the court, or by person designated by the court, or by all the heirs in case of an Extrajudicial Settlement, or any other person designated by all of them. Any withdrawal from the purpose of paying the expenses of the estate and the estate tax shall be made in accordance with the applicable laws and regulations.

CLIENT agrees that, in case of death of any depositor of a Joint "or" Account, withdrawals made by a surviving co-depositor of his/her corresponding share in said Joint Account may be allowed by RMB, provided that the surviving co-depositor shall present the following:

- a. The Certificate of Death of the signatory-partner;
- b. An Affidavit attesting to his death and that the two-signatory condition can no longer be met;
- c. Proof of Copy of the Affidavit was furnished to the legal heirs of the deceased partner or their legal representative from which they are given ten (10) days to object before allowing the withdrawals.

In case of death of all the depositors, the funds on deposit shall be governed by the rules on co-ownership and shall be withdrawn by the joint signatures of the executors, administrators or legal heirs/representatives of the respective estates of the depositors, likewise subject to applicable laws and regulations and bank policies and requirements.

- 27. Signature Update. The CLIENT hereby agrees to update its 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.
- 28. Authority to Disclose. The CLIENT hereby authorizes RMB or its duly authorized personnel to disclose its information to any of the offices, branches, subsidiaries, agents and representative of RMB and third parties selected by any of them, wherever situated, for use in

connection with the provision of any service or product relating to the CLIENT's account(s) (including data processing and storage, anti-money laundering monitoring, reviewing and reporting, statistical and risk analysis purposes).

In addition to foregoing, the CLIENT hereby authorizes RMB and branch, subsidiary, representative, third party or its duly authorized personnel to transfer or 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 representative, anv 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 disclose personnel to correspondent banks 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 transaction on the CLIENT's present and future Accounts.

Likewise, if the CLIENT avails of RMB Remittance Channels, the CLIENT hereby authorizes RMB or its duly authorized personnel to disclose its information to third party tie-ups and other institutions the information provided herein and any additional information provided to RMB by the CLIENT for the purpose of facilitating the processing of the remittance and complying with anti-money laundering monitoring review and transactional audit requirements.

Finally, the CLIENT hereby authorizes RMB to disclose to third-party auditors, information provided to RMB for purposes of satisfying requirements related to anti-money laundering and counter-terrorist financing monitoring, review, investigation and audit of the said transaction.

The CLIENT agrees to indemnify and hold RMB free and harmless, including its officers, directors, and representatives, 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, and the consent herein granted.

29. Additional Bank Products and Services. With the opening of

his/her Account/s, CLIENT hereby acknowledges and agrees that RMB may process, refer and offer the selected bank products/services subject to their respective Terms and Conditions and limitations set forth by the law. An authorized sales representative may get in touch with the CLIENT through email, SMS or the phone to discuss with opportunities the products/services he/she has expressed or may be deemed to have any interest in.

- 30. FATCA Declaration. If the CLIENT is a holder of FATCA reportable account/s (i.e., US Person, Non-Participating Financial Institution, Non-Financial Passive Foreign Entity with U.S. Controlling Person/s), the CLIENT shall identify itself as one, provide RMB with its U.S. TIN, if applicable, and comply all information documentary requirements under the Intergovernmental Agreement between the Philippines and the United States of America and all applicable laws and regulations. Failure to submit said documents and information may result in withholding of legally mandated amount/s and/or or closure of the CLIENT's Account/s. CLIENT hereby declares under of perjury penalty that: information provided are true and correct; and CLIENT agrees to waive bank secrecy, privacy or data protection rights related to the CLIENT's Account/s in compliance with and if mandated by FATCA.
- 31. Withholding Tax. The CLIENT hereby authorizes RMB to withhold any and all taxes/amounts in accordance with applicable laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies.
- 32. Request Copies of for **Documents.** RMB reserves 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 except for purposes of his exercise of the right to dispute the inaccuracy or error in the personal data and have the personal information controller correct it immediately, unless the request is vexatious or otherwise unreasonable. For checks processed through the CICS, the CLIENT may request to view the physical check provided such request is made within the 6month

- period RMB or the presenting bank is required to retain the same under PCHC guidelines (i.e., from negotiation and/or deposit of the check for clearing), and subject to a processing fee (if any). The CLIENT agrees that it shall not compel RMB to produce any document or its copy and that it shall not hold RMB liable for any damages or costs for not producing any requested document or copy thereof.
- 33. Security for Obligations. RMB is hereby authorized to apply, at its option, to the payment of any or all obligations of the CLIENT under or arising from the Account/s or the items placed in deposit therein, or any other transaction with RMB now existing or hereafter contracted by CLIENT including the loans, interest, penalties, charges, and other receivables from it, whether or not covered by promissory notes or other credit agreements, all moneys under the Account/s or from proceeds from the sale of securities and things of value which may be in its hand on deposit or otherwise, belonging to the CLIENT which sale, whether public or private, RMB is also hereby authorized undertake, likewise at its option, for and in the name of the owner/s thereof. RMB shall not thereafter be liable for withholding or applying to the payment of said obligations any or all amounts under the Account/s or for the dishonor of checks, notes, drafts or other instruments for insufficiency of funds or other consequences of the foregoing. RMB is hereby authorized to debit the Account/s any time such amount/s as shall be established by RMB as improper or excessive or erroneous credit/s thereto.
- 34. Insufficient Balance. In the event there is no outstanding or no sufficient balance under any or all Accounts of CLIENT to answer for any questioned check, or of a counterfeit note, or of any other obligation of the CLIENT arising from any transaction under its the **CLIENT** Account/s, 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.
- 35. Excess or Erroneous Credit. Any excess or erroneous credit posted to the CLIENT's Account/s shall be debited against this Account and/or the other Accounts of the Accountholder. The CLIENT hereby authorizes RMB to automatically

debit any over-credit, erroneous credit or mis-posted amounts from the Account/s without need of notice or demand.

- 36. 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.
- 37. 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, attorney's fees, in addition to cost of suit. In case a litigation arises here from, venue shall be exclusively in Makati City or in the place where the relevant Branch of RMB (or where the Account/s involved in the judicial action is maintained) is located, at the option of RMB.
- 38. Applicable Rules and Regulations. In all cases not specifically provided for in the
- **II. Financial Consumer Protection**
- Consumer Assistance. CLIENT may send requests, feedback, complaints, inquiries or concerns about the account/s or the service offering of RMB including the use of Agency Banking channels. Related transactions shall be communicated to RMB Customer Care via phone at 043 783 9885, via e-mail at rmbcustomercare@rizalmicrobank. com, or by visiting the Issuing Branch. For loans related issues and concerns, clients may reach Customer Care at 043 783 9885 via e-mail rmbcustomercare@rizalmicrobank.

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.

- 39. 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 through the Bank's website, or by publication or other means of communication, electronic or otherwise.
- **40. 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.
- **41. Interpretation.** As used herein, the word "CLIENT" applies to account holder, individual or corporation, and shall include its neuter form, whenever appropriate.
- 42. Notices and Communications. The CLIENT hereby agrees that RMB and its offices, branches, subsidiaries, affiliates, agent's 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

<u>com</u> or via weblink https://www.rizalmicrobank.com/ind ex.php/profile-page/customerassistance-group/.

RMB is regulated by the Bangko Sentral ng Pilipinas (BSP). In addition to the preceding section, the CLIENT may file complaints with the BSP Financial Consumer Affairs Group via phone at 8708-7087 or via email consumeraffairs@bsp.gov.ph or through **BSP** Webchat at http://www.bsp.gov.ph **BSP** Facebook at https://www.facebook.com/Bangko SentralngPilipinas/.

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 Customer Care via phone at +63-2-877-7222 or via email at customercare@rizalmicrobank.com or by visiting the RMB Branch where its Account/s i

The CLIENT/s hereby agrees that all notices and communications are deemed to have been duly received by the CLIENT if hand delivered to or sent by registered mail to the registered business address of the CLIENT as indicated herein or subsequently provided to RMB, or if sent to the CLIENT's corporate email and/or by other means available in the future. CLIENT/s also agrees that it will be deemed notified of any changes in relation to his/her account/s if such changes are either duly posted in conspicuous places in the RMB Branches, sent by registered mail, sent by SMS, or sent by email or other means available in the future.

- 43. PDIC Provisions. Deposit accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum amount of Five Hundred Thousand Pesos (Php500,000.00) per depositor. All PDIC laws, rules and regulations on deposit insurance shall apply.
- **44. 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.
- **45. Governing Law.** These terms and conditions are governed by the laws of the Republic of the Philippines.
- Handling of Complaint/s. complaints shall be subject to a comprehensive investigation RMB in accordance with its guidelines established and procedures on complaints handling. RMB shall notify the CLIENT of its findings or results of its investigation within reasonable time from the completion of the same. CLIENT agrees that such results and findings shall be final and conclusive whether such is for or against him/her.

CLIENT ACKNOWLEDGEMENT

I/We, hereby acknowledge having read and clearly understood the foregoing and agree to have my present and future accounts governed by these Terms and Conditions stipulated herein, as maybe amended from time to time, as well as the rules and regulations of RMB, Bangko Sentral ng Pilipinas, the Banker's Association of the Philippines, and the Anti-Money Laundering Council. I/We hereto agree to notify you in writing or through the Bank's electronic banking channels, of any change in the information supplied during account opening.

I/We likewise acknowledge receipt of a copy of the Terms and Conditions.

Client Signature Over Printed Name/ Date

CIF ID:	Signature Verified by:	Approved by:
	(CSA)	(BOO & BC)
	Signature Over Printed Name / Date	Signature Over Printed Name / Date