

## Welcome to Standard Chartered Bank SME Banking

Standard Chartered Bank is pleased to provide account services for your business needs.

### Account Opening Documentation

This Account Opening Pack includes all the necessary forms you need to complete and a documentation checklist to assist with the account opening requirements.

Please be informed that the documentation we request from you (as indicated in checklist) is a necessary requirement, prescribed by local laws and regulations and/ or international standards.

Such documentation helps the bank with its "Customer Due Diligence" (CDD) policy and is an integral part of our global effort to combat money laundering, terrorist financing, and fraudulent activity.

We seek your understanding and cooperation in furnishing the required documents and appreciate your time and effort in doing so.

If you have any questions on this Account Opening Pack, please contact your Relationship Manager or call the nearest Standard Chartered branch.

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### Standard Chartered - leading the way in Asia, Africa and the Middle East

Standard Chartered has an extensive global network of over 1,750 branches and outlets in over 70 countries in the Asia Pacific Region, South Asia, the Middle East, Africa, the United Kingdom and the Americas. As one of the world's most international banks, Standard Chartered employs over 75,000 people, spanning 115 nationalities, worldwide.

Standard Chartered provides services in Trade Finance, Cash Management, Lending, Securities Services, Foreign Exchange, Debt Capital Markets, and Corporate Finance. We are well established in growth markets and aim to be the Right Partner for our Customers, combining deep local knowledge with global capability to offer wide range of innovative products.

Please complete in **BLOCK LETTER** and "√" or "x" where applicable

\_\_\_\_\_ Branch

Date Account  
Opened:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

**APPLICANT'S PARTICULARS**

Company Name (Insert name exactly as it appears in the SEC/ DTI Registration): \_\_\_\_\_

Type of Company:  Sole-proprietorship  Partnership  Corporation

Business Activities:  Manufacturing  Finance  Export/ Import  Services  Trading  
 Retail  Consultancy  Wholesale  Commission Agents  Others: Please specify \_\_\_\_\_

Commodities Handled:  
(Please specify) \_\_\_\_\_

Country of Incorporation: \_\_\_\_\_

Date of  
Incorporation:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Domicile Country: \_\_\_\_\_

Country of Residence: \_\_\_\_\_

TIN Number: \_\_\_\_\_

SEC Registration No.: \_\_\_\_\_

**ADDRESS AND CONTACT DETAILS**

Registered Address: \_\_\_\_\_

Country

Postal Code

Mailing Address: \_\_\_\_\_

Country

Postal Code

Office Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

**PROPRIETORS, PARTNERS OR DIRECTORS DETAILS**

Name (First Name, Middle Name, Last Name)	Designation	Percentage of Ownership	Relationship No. (For Bank Use Only)

**FINANCIAL DECLARATION**

Annual Sales Amount: \_\_\_\_\_ Net Profit: \_\_\_\_\_ Overseas Transactions (Country): \_\_\_\_\_

Transaction per month:

Transaction Type	Anticipated No. of Transactions per month			Anticipated Total Amount (PHP) per month		
Deposits (including inward remittances)	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-50	<input type="checkbox"/> >50	<input type="checkbox"/> < 500,000	<input type="checkbox"/> 500,000 to 1,000,000	<input type="checkbox"/> > 1,000,000
Withdrawals (including outward remittances)	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-50	<input type="checkbox"/> >50	<input type="checkbox"/> < 500,000	<input type="checkbox"/> 500,000 to 1,000,000	<input type="checkbox"/> > 1,000,000

Purpose for Opening Account:

 Investment  Operating Account  Payroll  Bills Purchase  Others: (Please specify) \_\_\_\_\_

Sources of Funds:

 Sale of Assets  Capital Infusion/ Income from the Business  Contribution from Members (non-stock)  Donations (Foundation)  Others: (Please specify) \_\_\_\_\_
**TAX/ LEGAL STATUS**Tax Status:  Resident  Non-Resident (Under Philippines tax laws, a non-resident applicant is subject to withholding tax on interest payable to it.)Tax Exempt:  No  Yes (Exempt status subject to submission of required documents.)

For Non-Resident only (please "√"):

- I am/ We are carrying on a business in Philippines and have a permanent establishment in Philippines.
- I am/ We are not carrying on a business in Philippines and do not have a permanent establishment in Philippines, and I/ we undertake to promptly notify the Bank should I/ we subsequently commence a business in Philippines or set up a permanent establishment in Philippines.

**MANUALLY INITIATED FUND TRANSFER CALLBACK CONFIRMATION CONTACTS**

Name & Designation	Primary / Alternate	Max Amount Limit (if any)	Contact Number

Please complete in **BLOCK LETTER** and "√" or "x" where applicable

ACCOUNT DETAILS		FOR BANK USE ONLY
<b>Saving Account</b> Account Name: _____ <input type="checkbox"/> USD <input type="checkbox"/> PHP <input type="checkbox"/> Others: _____ (Please specify) Initial Deposit: _____	Account Number: _____ Product Code: _____	
<b>Current Account</b> Account Name: _____ <input type="checkbox"/> USD <input type="checkbox"/> PHP <input type="checkbox"/> Others: _____ (Please specify) Initial Deposit: _____	Account Number: _____ Product Code: _____	
<b>Others: Please specify type of account</b> Account Name: _____ <input type="checkbox"/> USD <input type="checkbox"/> PHP <input type="checkbox"/> Others: _____ (Please specify) Initial Deposit: _____	Account Number: _____ Product Code: _____	

FIXED DEPOSIT DETAILS AND INSTRUCTIONS		FOR BANK USE ONLY
<b>Fixed Deposit</b> <input type="checkbox"/> USD <input type="checkbox"/> PHP <input type="checkbox"/> Others: _____ Please specify Deposit Amount: _____ <input type="checkbox"/> By Cash Deposit <input type="checkbox"/> Transfer from A/C No.: _____ <input type="checkbox"/> By Cheque No.: _____    On Bank: _____ Tenor: <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months <input type="checkbox"/> Others: _____ Please specify Upon the maturity date, the principal to be: <input type="checkbox"/> Auto roll over <input type="checkbox"/> Credit to SCB A/C No.: _____ <input type="checkbox"/> Others <input type="checkbox"/> Please specify _____ Interest to be: <input type="checkbox"/> Auto roll over <input type="checkbox"/> Pay on maturity <input type="checkbox"/> Credit to SCB A/C No.: _____ <input type="checkbox"/> Others <input type="checkbox"/> Please specify _____	Deal Number: _____ Deal Type: _____ GL Dept. ID: _____ Interest Rate: _____ Effective Date: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

**TERMS AND CONDITIONS**

- I/We confirm that the above information and all documents submitted relative to this Account Opening application are genuine, complete and correct and I/we authorize Standard Chartered Bank ("SCB") to verify the same from whatever sources it may consider appropriate including but not limited to the Bureau of Internal Revenue.
- I/We agree that the interpretation, validity, performance and discharge of my/our rights and obligation under this account are governed by and subject to the laws of the Republic of the Philippines as well as rules and regulations of the Banko Sentral ng Pilipinas and other competent government agencies which are now and may hereafter be in effect, as well as subsequent amendments and/or changes thereto.
- I/We hereby designate exclusively the relevant SCB Branch as the place where I/We may require the payment of this deposit and/or lending at maturity, without regard to clearing arrangements (in case of obligations not denominated in Philippine currency) that may be made in respect thereto. Furthermore, SCB shall not be deemed to be in default if, having sufficient assets, it is nevertheless unable to pay at maturity on account of or incidental to lawful restrictions on exchange convertibility or transferability, or of any moratoria, requisition, involuntary transfers, distraints of any character, exercise of military or usurped powers, acts of war or civil strife, or other analogous causes which could not be foreseen, or which though foreseen, were inevitable or beyond SCB's reasonable control.
- I/We confirm that SCB has not sold, nor is attempting to sell, insurance products to me/us.
- I/We declare that I/We have read and understood the terms and conditions herein as well as the consolidated Terms and Conditions with Reference ID \_\_\_\_\_, governing all accounts opened and maintained at SCB (collectively, "Terms and Conditions"), and hereby agree to be bound by and comply with the same, as well as subsequent amendments and/or changes thereto. I/We undertake to hold SCB free and harmless from any damage, loss or liability arising from or incidental to my/our account (s) or any breach of, or non-compliance with the Terms and Conditions.

**I/ WE AGREE AND CONSENT TO BE REFERRED TO SCB AFFILIATES/ PARTNERS/ SUBSIDIARIES TO KNOW MORE ABOUT THEIR PRODUCTS AND SERVICES.**

No, I/ we don't agree to be referred.

\_\_\_\_\_  
 Authorised Signatory                      Authorised Signatory                      Authorised Signatory                      Authorised Signatory

\_\_\_\_\_  
 Authorised Signatory                      Authorised Signatory                      Authorised Signatory                      Authorised Signatory

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**AUTHORISED SIGNATORIES AND OPERATING INSTRUCTIONS**

Company Name: \_\_\_\_\_

Signature required for Operating Instructions. Please tick one:

Any one to sign       Any two to sign

Others: \_\_\_\_\_  
(Please specify)

(Please sign within the allocated area using jet black ink.)

Specimen Signature - Authorized Signatory <b>X</b>	Specimen Signature - Authorized Signatory <b>X</b>
<b>X</b>	<b>X</b>
<b>X</b>	<b>X</b>
Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____	Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____
Specimen Signature - Authorized Signatory <b>X</b>	Specimen Signature - Authorized Signatory <b>X</b>
<b>X</b>	<b>X</b>
<b>X</b>	<b>X</b>
Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____	Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____
Specimen Signature - Authorized Signatory <b>X</b>	Specimen Signature - Authorized Signatory <b>X</b>
<b>X</b>	<b>X</b>
<b>X</b>	<b>X</b>
Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____	Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____
Specimen Signature - Authorized Signatory <b>X</b>	Specimen Signature - Authorized Signatory <b>X</b>
<b>X</b>	<b>X</b>
<b>X</b>	<b>X</b>
Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____	Name: _____ Designation: _____ ID/Passport No.: _____ Home: _____ Mobile: _____ Office: _____ Fax: _____

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**FOR BANK USE ONLY**Relationship No. Parent Relationship No. Master No. 

Branch/ Requesting Departments		Account Services/ Processing Departments					
Requesting Officer			STAFF	OFFICER		STAFF	OFFICER
Signature Verified by		REL			Risk		
Approved by		MAS			Sigcap		
Date		SUB			Date		
		SOA			DDBASE		

Relationship - Details		Master - Account Master		Subsidiary - Tax	
Constitution Code		Segment Code		Tax Category Code	
KYC Risk Code		Customer Segment		Subsidiary - User Defined Details	
Relationship - Internal Use		Ultimate Country Code		Marketing Code	
Service Indicator Code		ISIC Code		Subsidiary - Sales Details	
Relationship - Info Type		Institution Classification		Referral ID	
MIS Code		Residency Classification		Statement - Sort Code	
Master - Account Master		Subsidiary - Accounts		Sort Code	
Branch Code		Consolidated Statement Flag	<input type="checkbox"/> Yes <input type="checkbox"/> No		
ARM Code		GL Department ID			

## Consolidated Terms and Conditions

### GENERAL TERMS AND CONDITIONS

These are the general terms and conditions that govern Accounts opened and maintained at the Bank.

#### 1. DEPOSITS

The Bank accepts deposits in cash, checks and remittances under the following terms:

- 1.1 Cash Deposits:** Subject to clause 1.3 (*Reversal of credits*), the Bank will credit the relevant Account with an amount equal to any Cash Deposit in accordance with the Bank's normal practice.
- 1.2 Non-Cash Deposits:**
- Provided the named payee of any Non-Cash Deposit matches the name of the Accountholder and subject to clause 1.3 (*Reversal of credits*), the Bank will credit the relevant Account with an amount equal to any Non-Cash Deposit in accordance with the Bank's normal practice.
  - The Bank may decline to make a Collection in relation to any Non-Cash Deposit and will notify the Accountholder as soon as practicable if it so determines.
  - Non-Cash Deposits are subject to applicable clearing and/or verification processes and periods, satisfaction of which shall constitute a condition precedent to Accountholder's right to withdraw or otherwise use the corresponding funds.
  - Subject to sub-clause (b) above, the Bank will act only as the Accountholder's agent for Collection in relation to a Non-Cash Deposit.
- 1.3 Reversal of credits:** The Bank may without prior notice to the Accountholder cancel, reverse or debit all or part of any credit (including interest, if any, paid by the Bank on such credit) made in relation to any Deposit:
- to correct a mistake;
  - where an Account has been credited but the Bank does not obtain cleared and unconditional funds relating to the relevant Non-Cash Deposit in full or promptly for any reason;
  - in relation to a Non-Cash Deposit, where the Bank is required to return the money to the relevant payer/drawer or paying bank or other financial institution for any reason; or
  - where it has reasonable grounds for doing so.
- The Bank will notify the Accountholder as soon as practicable of any such cancellation, reversal or debit.
- 1.4 Different currencies:** Where the currency of a Deposit is different from the relevant Account Currency, the Bank may, before crediting the relevant Account, convert the Deposit into the Account Currency at the Bank's prevailing exchange rate or, in the absence of a prevailing exchange rate, such other exchange rate as the Bank may reasonably specify. The Accountholder will pay all fee(s) which the Bank usually charges for such conversion.
- 1.5 Other bank's fees:** The Accountholder will pay any commissions, fees, interest or other charges imposed by any bank or other financial institution on the Accountholder or the Bank in relation to any Account Transaction.
- 1.6 Right to Refuse Deposit:** The Bank reserves the right to refuse to accept Deposits or to return any Deposits together with interest due thereon.

The Bank strictly complies with prohibitions, restrictions and freezing requirements covered by US or UK economic sanctions. The Accountholder agrees that he will not make any checks available to any Blocked Country or Specifically Designated Nationals and that he will fully indemnify the Bank on demand against all Losses that the Bank may suffer as a result of any violation of the undertaking herein.

#### 2. WITHDRAWALS

- 2.1 Withdrawals:** Subject to these Terms, the Bank will allow a Withdrawal from an Account (and honour any relevant Payment Instrument) provided that:

- There is sufficient credit balance in the Account at the time the Withdrawal is made or is to be acted on by the Bank;
- The relevant Payment Instrument is drawn in a form specified or provided by the Bank; and
- The relevant Payment Instrument is properly completed, contains all the relevant information and appears on its face to be genuine.

- 2.2 Withdrawals only in the Philippines:** The Accountholder will only request a Withdrawal from an Account in an office of the Bank in the Philippines. The Accountholder agrees that the Bank will not be deemed to be in default if, having sufficient assets, it is nevertheless unable to pay at maturity on account of any government-imposed restrictions of exchange, convertibility or transferability, moratorium, requisition, involuntary transfer, distraint of any character, exercise of military or usurped powers, acts of war or civil strife or other analogous causes which could not be foreseen or were inevitable or beyond the control of the Bank.
- 2.3 Expiry of Payment Instruments:** In accordance with the Bank's normal practice and the local laws and regulations in the Philippines, the Bank may from time to time specify an expiry period in relation to a particular type of Payment Instrument (such period starting from the date of the Payment Instrument). The Bank may decline to honour any such Payment Instrument which is presented to the Bank after the end of the relevant expiry period.
- 2.4 Debiting Accounts:** Without prejudice to clause 12 (*Advance and Set-off*), the Bank may at any time debit any Account for any amount due from the Accountholder to the Bank.
- 2.5 Refusal to honour cheques:** The Bank may refuse to honour a cheque for any of the grounds enumerated in Clause 5.2 (*Declining to Act on Instructions*).
- 2.6 Stopping cheques and cashier's orders:** The Accountholder may request the Bank to dishonour a cheque or a cashier's order which the Accountholder has drawn on any Account. Such a request must be in writing and provide full details of the cheque or the cashier's order and be accompanied by any documents the Bank may require. Acceptance of such a request is not a representation by the Bank that the cheque or the cashier's order has not already been honoured or that there is sufficient time available to the Bank to act on the request. The Bank will use all reasonable efforts to dishonour or to stop further processing of the relevant cheque or cashier's order but will have no liability for any failure to do so.
- 2.7 Corrections by the Bank:** The Bank may at any time without prior notice to the Accountholder debit an Account to rectify any mistake.
- 2.8 Withdrawals in different currencies:** Withdrawals in currencies other than the currency of the Account shall be subject to availability of the currency and the payment of service fees. The Bank may require a period of not more than 60 days to source certain currencies. All direct and coincidental costs actually and reasonably incurred for sourcing the currency shall be for the account of the Accountholder.
- 2.9** Checks drawn on a US Dollar Account presented for payment other than at the place of business in the Bank where the US Dollar Account is maintained, shall pass through the US Federal System (FED) at a bank designated and with whom proper arrangements may be made by the Bank from time to time. Checks so cleared are debited from the US Dollar Account by the Bank.
- 2.10 Joint Accounts:** In the absence of Instructions from all the Accountholders, withdrawals and any dispositions (including the constitution of a lien or preference on the Account or any portion thereof) from joint accounts may be made: by the signature of any one Accountholder for "and/or" accounts; or by the signature of all the Accountholders for "and" accounts.

#### 3. ACCOUNT INFORMATION

- 3.1 Frequency and method:** For each Account, the Bank will, unless Accountholder had previously instructed in writing to withhold the same, provide the Accountholder with Account statements each month by regular

mail to the address indicated by the Accountholder in the Account Opening Form. If an Account statement is returned, the Bank shall keep it for six (6) months after which the Account statement will be destroyed.

- 3.2 Verification of Account information:** The Accountholder must verify the accuracy of Account statements, confirmations and advices it receives from the Bank and notify the Bank promptly, and in any case within fourteen days of receipt, of any inaccuracies. Failure to do so will be deemed to constitute the Accountholder's approval of the contents and the Bank will not be liable in relation to any inaccuracies.
- 3.3 Corrections by the Bank:** The Bank may at any time correct any mistake in any Account information provided to the Accountholder and will promptly Notify the Accountholder of the change.
- 3.4 Bank's records conclusive:** The Bank's records in relation to the operation of an Account, or any Account Transaction are conclusive except where an obvious mistake has been made.
- 3.5 Automatic Renewal:** Where not otherwise indicated by the Accountholder prior to deposit maturity, Accounts which may be renewed, extended or rolled over shall automatically be so renewed, extended or rolled-over under the same or approximate terms, on maturity date.
- 3.6 Improperly handled Accounts:** The Bank shall, as it deems appropriate, report improperly handled Accounts to the Bankers Association of the Philippines or any other central monitoring agency.

#### 4. CHARGES AND INTEREST ON CREDIT BALANCES

- 4.1 Charges:** The Accountholder will pay all charges and maintain required balances in relation to any Account or Service as set forth in the "Required Maintenance Balance, Fees and Charges" or other equivalent brochure or notice (including any amendments and supplements), incorporated by reference to form an integral part of these general terms and conditions, as Notified by the Bank from time to time. The Bank may in its discretion close an Account without prior notice to the Accountholder if the balance is NIL due to Bank charges.
- 4.2 Payment of interest:** The Bank will pay interest on credit balances in an Account only where the Bank has expressly agreed to do so. The Bank may credit such interest to the Account at such times as the Bank may determine.
- 4.3 Notifying interest rates:** Any interest payable by the Bank will be at the rate determined by the Bank from time to time and Notified to the Accountholder.

#### 5. INSTRUCTIONS

- 5.1 Instructions:** If the Accountholder is not an individual, all instructions must be in accordance with the relevant Mandate and in such form and medium as agreed between the Parties. The Bank shall be entitled to exclusively rely upon Instructions it has received until proper receipt of written notice of any modification.
- 5.2 Declining to act on Instructions:** The Bank may decline to act on any Instruction that it considers (acting in good faith) ambiguous, conflicting, erroneous, not authentic, unauthorised, is or would be illegal or in violation of any applicable law, regulation, order or sanction, or is in a form or containing such content which does not comply with the requirements of the Bank as Notified from time to time.
- The Bank will not be liable to the Accountholder or any other person for any Loss suffered as a result of the Bank declining to act upon any such Instruction.
- 5.3 Instructions resulting in an overdraft:** The Bank will refuse to act on any Instruction if it may result in an overdraft and where more than one Instruction has been given the Bank may select which Instruction(s) to decline.
- 5.4 Security measures:** The Bank may at any time implement any security and other procedures including the Bank's "know your customer" procedures for the verification of the identity of the Accountholder and verification that any particular transaction is lawful and/or authorised by the Accountholder.
- 5.5 Mandate:** The Accountholder will provide such Mandates as the Bank may require from time to time. The Bank may rely on the contents of any Mandate and deal with, and accept any Instruction from, any authorised signatory specified in, and in accordance with, any Mandate.

- 5.6 Change in Mandate:** The Accountholder may provide the Bank with an amended or replacement Mandate from time to time. The Bank will be entitled to a reasonable period of time (of not less than seven Business Days from receipt of such notification) to process any such new Mandate, and in the meantime may continue to act in accordance with the old Mandate. The Bank shall be entitled to rely upon the existing Mandate in its records until such time that an amended or replacement is duly received and processed by it.

- 5.7 Instructions for Fund Transfers:** Instructions for the transfer of funds may be issued by the Accountholder to the Bank over-the-counter or, at the Bank's sole discretion, through fax. The Accountholder agrees to hold Bank free and harmless from any and all loss, damage, claim or liability relative to fraudulent or erroneous instructions executed provided the Bank has complied with all applicable security procedures, as the same may be modified from time to time.

The Bank shall be entitled to treat MIFT instruction received by fax as fully authorised by and binding upon, the Accountholder; and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such MIFT instruction as the Bank may in good faith consider necessary or appropriate, notwithstanding any error or misunderstanding or lack of clarity in the terms of such MIFT instruction. The Bank reserves the right to impose, and modify from time to time, a maximum amount for fax transmitted MIFT instructions.

In addition to measures referred to in Clause 5.4, the Bank shall require the following prior to execution of an MIFT instruction (the Bank reserves the right to amend any of the procedures herein):

- (a) For over-the-counter MIFT, the Accountholder shall use only the security forms prescribed and issued by the Bank from time to time.
- (b) For faxed MIFT, the Accountholder may use the security forms prescribed and issued by the Bank or, at the Bank's discretion, adopt its own format subject to validity checks which the Bank may conduct. If Accountholder had in the past issued to the Bank definite standing or pre-defined instructions, the Bank shall be entitled but not bound to execute a MIFT instruction which is in strict conformity thereto, without requiring further validity check.
- (c) All faxed MIFT and any MIFT beyond the corresponding applicable limit set by the Bank (as may be modified from time to time), shall be subject to recorded call back confirmation or other appropriate security procedure.
- The Bank shall not be obliged to execute any MIFT Instructions which does not conform to applicable procedures of the Bank.

- 5.8** Where a person has been identified a "Process Agent" in any Bank forms or documents, Client shall be deemed to have irrevocably (but not exclusively) appointed the Process Agent for service of process in the Philippines.

#### 6. LIMITATION OF LIABILITY

- 6.1 Liability of the Bank:** Save as a result of fraud by the Bank, the Bank will not, under any circumstance, be responsible or liable for:
- (a) any loss of or decrease in profit, revenue, anticipated savings, business, contracts or goodwill or similar loss (whether direct, indirect or consequential) incurred by the Accountholder or any other person;
- (b) any indirect or consequential Loss suffered or incurred by the Accountholder for any reason whatsoever even if such Loss was reasonably foreseeable or the Bank had been advised of the possibility of such loss or damage; or
- (c) any direct Loss suffered or incurred by the Accountholder unless such direct Loss (excluding the losses set out in sub-clause (a) above) are the direct result of the Bank's gross negligence or wilful misconduct.
- 6.2 Further limitation of liability:** Notwithstanding clause 6.1 (*Liability of the Bank*), the Bank will not be liable for any Loss suffered or incurred by the Accountholder (including direct, indirect and consequential Loss and regardless of Bank's knowledge that the Accountholder could incur such Loss) arising in connection with:
- (a) any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information: (i) supplied to the Accountholder or to the Bank by a third party or (ii) controlled by a third party or (iii) that the Bank offers or the Accountholder uses in connection with the Account(s) and/or the Services;

- (b) any Force Majeure event;
- (c) any change in currency exchange rates;
- (d) any circumstances outside the Bank's knowledge including any unforeseeable acts or omissions or negligent acts on the part of the Bank's agents, service providers or contractors;
- (e) the Bank acting, or failing or refusing to act, upon any Instruction sent by telephone, fax, e-mail or other electronic communication or electronic message; or
- (f) any computer viruses, trojan horses, worms, logic software, other bombs or similar programs or routines (including hacking).

### 6.3 Responsibility for Payment Instruments:

- (a) The Bank may from time to time transmit cheque books to the Accountholder. The Bank will not be liable for non-receipt of any cheque books by the Accountholder or the wrongful receipt and use of any cheque book by any third party.
- (b) In the case of Payment Instruments transmitted to the Bank by the Accountholder, the Accountholder agrees that, except in cases of gross negligence or willful misconduct on the part of the Bank (in which case the Bank's liability is limited to the face amount of the Payment Instrument):
  - (i) the Bank will not be responsible, and the Accountholder will not make any claim or demand against the Bank, for any Loss the Accountholder or third persons may suffer or incur; and
  - (ii) the Accountholder will indemnify the Bank on demand against any Loss the Bank may suffer or incur, by reason of or incidental to:
    - (1) the Bank acting on any Payment Instrument that has been, or purports to have been, made by the Accountholder or on the Accountholder's behalf
    - (2) any error contained in any Payment Instrument, irrespective of whether the error originated in the transmission or the receipt of the Payment Instruments; or
    - (3) any delays in the transmission or receipt of any Payment Instrument.

**6.4 Action on Payment Instruments:** The Bank will not be required to take or refrain from taking any action on any Payment Instrument except as provided in these Terms.

**6.5 Use of agent or correspondent:** The Bank may select any agent or correspondent to draw a Payment Instrument.

**6.6 Notification to the Bank:** The Accountholder will not bring any claim against the Bank under these Terms or otherwise relative to any Account or any Service (and hereby waives its rights to do so) unless it has notified the Bank in writing of its intention to do so within six months from the time Accountholder first becomes aware or may reasonably be expected to become aware of the material facts on which the claim is based.

## 7. ACCOUNTHOLDER'S INDEMNITY

The Accountholder will indemnify the Bank on demand against all Loss which the Bank may suffer arising from or in connection with any Account or the provision of any Service (to include those Services set forth in Schedule 2 attached hereto) including any Loss resulting from:

- (a) any breach by the Accountholder of its obligations under these Terms;
- (b) the Bank acting on any Instruction (including MIFT Instruction or stop payment Instructions),

Save to the extent that such Loss is the direct result of the Bank's gross negligence, willful misconduct or fraud.

## 8. TAXES

**8.1 Payments to the Bank:** All payments to the Bank shall be made in full, without set-off, counterclaim, deduction or withholding (including on account of any taxes). If any payment is subject to any such deduction or withholding required by law on account of any tax, the amount of Accountholder's payment will be increased so that the amount received by the Bank after any such required deduction or withholding is equivalent to the amount otherwise payable.

**8.2 Payments by the Bank:** If the Bank is at any time required to pay any taxes, duties or other amounts on, or calculated by reference to, any sum received or receivable from the Accountholder, the Accountholder will promptly pay the Bank on demand an amount equal to such taxes, duties or other amounts paid or payable by the Bank.

**8.3 Withholding of taxes:** The Bank will withhold taxes due on the Accounts in accordance with Philippine law and regulations.

## 9. DISCLOSURE OF INFORMATION

**9.1 Confidentiality:** Subject to clauses 9.2 (*Consent to disclose*) and 9.3 (*Existing laws to apply*), the Bank will treat all Relevant Information as confidential.

**9.2 Consent to disclose:** Without prejudice to any right of any Standard Chartered Group Member to disclose information as provided by general law or applicable legislation or regulation, the Accountholder agrees that any Standard Chartered Group Member may disclose any Relevant Information to any Authorised Recipient, regardless of the country or territory in which the Authorised Recipient is located.

**9.3 Existing laws to apply:** This clause 9 (*Disclosure of Information*) is not, and will not be deemed to constitute, an express or implied agreement by the Bank with the Accountholder for a higher degree of confidentiality than that which may be prescribed by the laws of the Philippines.

**9.4 Waiver of secrecy:** The Client waives the benefits and protection of the Secrecy of Bank Deposits law to the extent deemed in good faith to be necessary or appropriate by the Bank. This waiver shall include Bank inquiries and verification of Account or other information provided by the client from all sources the Bank may deem appropriate.

The Accountholder will notify each Relevant Data Subject that the Bank may from time to time collect and hold information relating to that Relevant Data Subject and further will obtain the consent of that Relevant Data Subject to the Bank's use of such information in the course of its relationship with the Accountholder (including operating any Account or providing any Service) or for any other reasonable purpose Notified by the Bank at any time.

## 10. PARTNERSHIPS

**10.1 Liability:** All partners (on a joint and several basis) or the sole proprietor (as the case may be) shall be: (a) bound by these Terms and (b) liable for all debts and other liabilities owed by the Accountholder to the Bank from time to time, notwithstanding any change in the persons who constitute the Accountholder or a change of the name of the Accountholder. Each partner shall further be deemed by the Bank to be authorized to singly bind the partnership in all dealings with the Bank.

**10.2 Cessation as partner:** Any person who ceases to be a partner of the Accountholder (whether as a result of death, retirement, resignation, replacement, addition, bankruptcy or otherwise) will remain liable for all debts and other liabilities owed by the Accountholder to the Bank in accordance with clause 10.1(b) (*Liability*) which have accrued up to and including the date that such person ceases to be a partner.

**10.3 Continued dealings:** Without prejudice to clause 10.2 (*Cessation as partner*), if there is a change in the partners of the Accountholder (whether as a result of death, retirement, resignation, replacement, addition, bankruptcy or otherwise), the Bank may, in the absence of written notice to the contrary, treat the remaining and/or new partner(s) as having full power to carry on the business of the Accountholder, to operate any Account and to continue the Accountholder's use of any Service.

**10.4 Notification of changes:** The Accountholder will promptly notify the Bank in writing of any change in the partners of the Accountholder or change of the name or other relevant circumstances of the Accountholder.

## 11. AMENDMENT, SUSPENSION AND TERMINATION

**11.1 Declining an Account Opening Form:** The Bank may decline to open any Account for the Accountholder. No contractual relationship will arise between the Accountholder and the Bank in relation to or as a result of any Account Opening Form which is declined by the Bank.

**11.2 Force Majeure:** To the extent that it is prevented or restricted by a Force Majeure event from operating any Account, carrying out any request or Instruction from the Accountholder or otherwise complying with any of its obligations under these Terms, the Bank may suspend the operation of that Account, postpone the execution of any such request or Instruction or suspend any such obligation until such Force Majeure ceases. The Bank will, if it deems practicable to do so, take reasonable steps to remove or mitigate the effect of any Force Majeure event.

**11.3 Closure of Accounts:** The Bank may at any time without prior notice suspend or close any Account in accordance with the Bank's normal practice and the Bank will not be liable to the Accountholder or any other person for Loss suffered or incurred by the Accountholder or such

other person as a result of the Bank acting pursuant to this clause 11.3 (*Closure of Accounts*). The Bank will Notify the Accountholder as soon as practicable of any such suspension or closure (excluding any temporary suspension). The Accountholder may close any Account upon two Business Days prior written notice. Upon closure of an Account, the Bank will pay the Accountholder an amount equal to the credit balance (if any) on that Account after deducting any sums due from the Accountholder.

- 11.4 Termination of these Terms:** Upon closure of all Accounts, either Party may terminate these Terms save that the provisions of clauses 6.1 (*Liability of the Bank*), 6.2 (*Further limitation of liability*), 6.6 (*Notification to the Bank*), 7 (*Accountholder's indemnity*), 9 (*Disclosure of information*), 10.2 (*Cessation as partner*), 11.7 (*Payment made after closure*) and 12 (*Set-off*) shall survive the termination of these Terms.
- 11.5 Effect of closure or termination:** Any Account closure or the termination of these Terms will not affect any rights or obligations of the Parties which may have accrued on or before the date of closure or termination (as the case may be).
- 11.6 Return of Bank property:** All cheque books, ATM cards and other documents, articles or materials provided by the Bank to the Accountholder in relation to the Accounts remain the property of the Bank at all times and must be returned to the Bank on demand and upon any Account closure or the termination of these Terms.
- 11.7 Payment made after closure:** If the Bank acts on any Withdrawal from an Account after it has been closed any sum so paid by the Bank will constitute a debt due from the Accountholder to the Bank payable on demand.
- 11.8 Unclaimed credit balances:** No interest will accrue on any unclaimed credit balance on an Account which has been closed, suspended or designated as Dormant by the Bank in accordance with its normal practice. Further, Dormant accounts unclaimed for at least ten (10) years shall be escheated to the National Treasury of the Republic of the Philippines.
- The Bank shall impose fees and charges in accordance with Clause 4.1 (Charges) against Dormant accounts with balances below the minimum daily balance set by the Bank, as modified from time to time.
- 11.9 Conversion of Account:** The Bank may at any time without notice convert one type of Account into another type of Account.
- 11.10 Amendment of Terms:** The Bank may amend these Terms at any time by Notifying the relevant amendments and the Accountholder will be bound by any such amendments immediately upon such Notification.

## 12. ADVANCES AND SET-OFF

The Bank may in its discretion advance any commissions, fees, interests, penalties and/or other charges due from and payable by Accountholder. Such amounts, if not promptly reimbursed by Accountholder on Bank's demand, shall be subject to debit as provided in Clause 2.4 (*Debiting Accounts*) or set-off as provided in this Clause 12 (*Advances and Set-off*).

The Bank may at any time and without notice to the Accountholder combine, consolidate or merge all or any of the Accounts or may set-off any obligation whatsoever due from the Accountholder to the Bank (whether in relation to any Account, Account Transaction, Service or otherwise) against any obligation whatsoever due from the Bank to the Accountholder (whether in relation to any Account, Account Transaction, Service or otherwise), regardless of the place of payment, the branch or branches of the Bank is involved, or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. "Obligation" when used in this clause 12 (*Set-off*) includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, the Bank may estimate the amount for the purposes of the set-off. The Bank may accelerate the maturity of any fixed term deposit in order to exercise any right of set-off.

## 13. ASSIGNMENT AND TRANSFER

- 13.1 Assignment by the Bank:** The Bank may assign any or all its rights and interests under these Terms or in relation to any Account or Service to any person at any time, without the prior written consent of the Accountholder and without any obligation on the part of the Bank or any

assignee to give prior or subsequent notice of any such assignment to the Accountholder.

- 13.2 Transfer of rights and obligations by the Bank:** The Bank may transfer or novate any or all its rights and/or obligations under these Terms or in relation to any Account or Service to any person at any time, without the prior written consent of the Accountholder. The Accountholder will promptly upon request execute such transfer or novation documentation as the Bank may reasonably require.
- 13.3 Assignment and transfer by the Accountholder:** The Accountholder is not entitled to assign any of its rights or interests, nor transfer or novate any of its rights or obligations under these Terms or in relation to any Account or Service.
- 13.4 No security:** Unless the Bank expressly agrees in writing, the Accountholder will ensure that it remains the beneficial owner of all credit balances held from time to time in each Account and will not grant any proprietary, security or other interest in any Account and any credit balance thereof.

## 14. NOTICES AND COMMUNICATIONS

- 14.1 Addresses:** The address and fax number of each Party for any notice, communication or document to be made or delivered under or in connection with these Terms, any Account or any Service will be that which is notified to the other Party in writing. No substitute or new address or fax number will be effective unless the other Party had been given reasonable advance written notice.
- 14.2 Delivery:**
- (a) Any communication or document made or delivered by the Bank to the Accountholder under or in connection with these Terms, any Account or any Service will be effective:
    - (i) if by way of fax, at the time of transmission (a fax transmission report that the fax has been transmitted to the addressee shall be proof of service); or
    - (ii) if by way of letter, when it has been delivered by hand at the relevant address or five Business Days after being posted to the Accountholder.
  - (b) Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank in legible form and then only if it is expressly marked for the attention of the department or officer identified by the Bank (or any substitute department or officer as the Bank Notifies).
- 14.3 Communications other than by letter:**

The Bank may act on Instructions received verbally (including by telephone), by fax, telex, email or other form of electronic communication. The Bank may require Accountholder's confirmation in the Bank's specified form before acting on such Instructions.

- (a) Any security identification numbers issued by the Bank for the Accountholder to use for communicating with or issuing Instructions to the Bank are dispatched to the Accountholder at Accountholder's risk and the Accountholder undertakes to keep such numbers strictly confidential.
- (b) The Accountholder acknowledges the risks in communicating with or issuing Instructions to the Bank verbally or via fax, telex, email or other form of electronic communication. Such risks include delay, non-receipt (including due to any technical malfunction in either Party's systems), third party interception, interference and data corruption. Provided the Bank believes the relevant communication or Instruction to be genuine and complete, the Bank may act upon or otherwise rely on such communication or Instruction and the Accountholder will bear such risks and will not hold the Bank liable for any Loss which the Accountholder may suffer or incur or other consequences of the Bank acting or otherwise relying upon any such communication or Instruction.

## 15. GENERAL

- 15.1 Partial invalidity:** If, at any time, any Term is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining Terms nor the legality, validity or enforceability of such Term under the law of any other jurisdiction will in any way be affected or impaired.

- 15.2 Remedies and waivers:** No failure or delay by the Bank in exercising any right or remedy under these Terms will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights provided in these Terms are cumulative and not exclusive of any rights provided by law.
- 15.3 Amendments and waivers:** Save where it is provided in these Terms that a Term may be amended or waived by way of Notification, a Term may only be amended in writing by the Parties or waived in writing by the relevant Party.
- 15.4 Successors and assigns:** These Terms will be binding on and be for the benefit of the Bank and the Accountholder and their respective successors and permitted assigns.
- 15.5 Entire agreement:** These Terms set out the entire agreement between the Accountholder and the Bank in relation to any Account and supersede all prior agreements and terms relating to any Account(s) to which the Accountholder is bound.
- 15.6 Additional terms:** These Terms shall be read together with any additional terms governing any Services utilised by the Accountholder from time to time and to which the Accountholder is bound.
- 15.7 Compliance undertaking:** The Accountholder will comply with:
- these Terms;
  - any instructions or requests issued by the Bank from time to time in relation to any operational or technical matters or generally in relation to any Accounts or Service (including any relevant security measures and "know your customer" procedures implemented by the Bank); and
  - all laws and regulations of any jurisdiction which apply to any Accounts or the Accountholder's use of any Service.
- 15.8 No representation:** The Accountholder confirms that it has not relied on any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by the Bank in applying for any Account or Service or issuing any instructions relative thereto.
- 15.9 Representation by financial institution:** Where the Accountholder is a financial institution acting on behalf of a third party (whether as agent or intermediary or otherwise), the Accountholder represents to the Bank that:
- it has performed all requisite "know your customer" and other anti-money laundering due diligence on such third party (including verification of such third party's identity and source of funds and the nature of such third party's transactions) in accordance with its own internal policies and all applicable laws and regulations, and is satisfied with the results of such due diligence;
  - it will continue to perform ongoing due diligence on such third party to ensure that such "know your customer" data remains up to date; and
  - it has the appropriate processes in place to detect and report any suspicious activity involving such third party.
- 15.10 Certificates and determinations:** Except where an obvious mistake has been made, any Bank certification or determination of a rate or amount due from the Accountholder will be conclusive.
- 15.11 Business Day convention:** The Bank is not obliged to operate any Account, act on any Account Transaction, perform any Service or otherwise act on a day which is not a Business Day. If any of the foregoing is due to be carried out on a day which is not a Business Day, it will be carried out on the next Business Day.
- 15.12 Information:** The Accountholder will promptly provide such information as the Bank may reasonably request from time to time.
- 15.13 Third party rights:** Unless the contrary has been expressly provided in these Terms, a person who is not a Party has no right under any applicable third parties contract rights legislation or law to invoke, enforce or benefit from these Terms and the consent of any person who is not a Party is not required to rescind or vary any Term at any time.
- 15.14 Inconsistencies:**
- If there is an inconsistency between the General Account Terms and those in an Account Opening Form, the General Account Terms will prevail to the extent of the inconsistency.
  - If there is an inconsistency between these Terms and any of the terms and conditions referred to in clause 15.6 (*Additional terms*), those terms and conditions referred to in clause 15.6 (*Additional terms*) will prevail in respect of the specific Service concerned, to the extent of the inconsistency.
- 15.15 No requirement to give reasons:** In exercising any right or discretion under these Terms, the Bank is not obliged to provide the Accountholder with reasons for its decision.
- 15.16 Independent advice:** The Bank is entitled to assume, and to rely on such assumption, that the Accountholder has obtained independent legal, tax, financial and other advice in relation to any Account or Service and the Bank does not owe any advisory, fiduciary or similar duties to the Accountholder.
- 15.17 Fee sharing arrangement:** Where the Accountholder has been introduced to the Bank by another bank or financial institution or where, with the Accountholder's prior consent, the Bank introduces the Accountholder to another bank or financial institution, the Bank may enter into a fee sharing arrangement with such financial institution or bank. Details of any fee sharing arrangement will be made available upon the Accountholder's request.
- 15.18 Telephone recording:** The Bank may record telephone conversations between the Bank and the Accountholder and, subject to the provisions of applicable law, the Accountholder agrees that any such recording or transcript may be used by the Bank towards resolving any dispute between the Bank and the Accountholder. The Bank shall have no obligation to furnish the Accountholder or any third person with such recording, nor any copy or transcript of it.
- 15.19 No breach:** Nothing in these Terms shall oblige the Bank to do or omit to do anything if it would or might in the Bank's reasonable opinion constitute a breach of Bank policy or any applicable law, regulation, order or sanction of any regulatory, supervisory, governmental or quasi-governmental authority.
- 15.20 Insurance:** In accordance with Philippine Deposit Insurance Corporation (PDIC) Board Resolution dated August 29, 2002 as amended by Regulatory Issuance No. 2004-02:
- Deposits are insured by the PDIC up to a maximum amount of Two Hundred Fifty Thousand Pesos (Php250,000) per depositor.
  - PDIC shall presume that the names appearing on the Account Opening Form are the actual beneficial owners of the deposit except as provided herein.
  - In case of transfer or break up of deposits, PDIC shall recognize the actual/beneficial ownership of transferees who are relatives of the transferor within the third degree of consanguinity or affinity.
  - In case of (i) deposits in the name of, or transfer or break up of deposits in favor of entities, either singly or jointly with individuals, and (ii) transfer or break up of deposits in favor of non-qualified relatives, whenever such transfer or break up will result in increased deposit insurance coverage, PDIC shall recognize the beneficial ownership of the entity or transferee provided that the Account records show: details or information establishing the right and capacity or the relationship of the entity with the individuals; or details of the information establishing the validity or effectivity of the deposit transfer; or copy of the board resolution, order of government body, contract or similar document required or provided by applicable laws.
- Insurance relative to all Accounts shall be governed by pertinent rules and regulations of PDIC, as the same may be modified from time to time.
- 15.21 Schedules (Additional Services and Facilities):** All services and facilities offered by the Bank including those set forth in Schedules 2 to 6 herein shall, insofar as not manifestly inconsistent, continue to be governed by the General Account Terms. Terms used but not defined in these Schedules shall have the meanings indicated in the General Account Terms. The Schedules to these Terms, as they may be amended by the Bank at any time without notice form an integral part hereof. The Accountholder will be bound by any amendments to the schedules immediately upon Notification.

## SCHEDULE 1

### Definitions and interpretation

#### 1. DEFINITIONS

In these Terms and any Account Opening Form:

**“Account”** means a bank account (including any sub-account thereof) held in the name of the Accountholder with the Bank denominated in a specified currency and as a specified type (including current and deposit accounts).

**“Account Currency”** means, in relation to an Account, the currency in which that Account is denominated.

**“Account Opening Form”** means, in relation to an Account or Accounts, an account opening form addressed to the Bank signed by the Accountholder in a form specified by the Bank from time to time.

**“Account Transaction”** means any Deposit, Collection, Withdrawal or other transaction related to an Account.

**“Accountholder”** means the person(s) identified in the relevant Account Opening Form(s) and in whose name an Account is opened and maintained with the Bank.

**“Accountholder Group Member”** means the Accountholder and any company which at the relevant time is a subsidiary or holding company of, or affiliated to, the Accountholder.

**“ATM”** means an automated teller machine or terminal, howsoever called, providing automated banking services (such as cash withdrawals, cash or cheque deposits or bills payments) which is accessed by an Accountholder using an ATM card issued by the Bank.

**“Authorised Recipient”** means:

- (a) any Standard Chartered Group Member;
- (b) any agent, independent contractor, consultant or adviser of any Standard Chartered Group Member which is under a contractual obligation of confidentiality to that Standard Chartered Group Member;
- (c) any actual or potential assignee, novatee, transferee, participant or sub-participant (or any agent, adviser, actual or potential shareholder, bond holder or investor, in or of any of the foregoing) in relation to any of the Bank's rights, interests, and/or obligations under these Terms or any other agreement;
- (d) any rating agency, insurer or insurance broker of, or any direct or indirect provider of credit protection to, any Standard Chartered Group Member;
- (e) any regulatory, supervisory, governmental or quasi-governmental authority which has jurisdiction over any Standard Chartered Group Member;
- (f) any Accountholder Group Member; or
- (g) any person to whom the relevant Standard Chartered Group Member is required by law or competent court or tribunal to make disclosure.

**“BancNet”** means BancNet Inc., a consortium of banks providing ATM network services and facilities in the Philippines to which the Bank is a member.

**“Bank”** means Standard Chartered Bank Philippines.

**“Blocked Countries”** means those countries whose involvement or participation in a Check prohibits the Bank from handling the financial transaction.

**“Business Day”** means a day on which the Bank is open for the transaction of ordinary banking business in the Jurisdiction.

**“Card”** means the Bank's Visa Electron card.

**“Cash Deposit”** means a Deposit made by cash or electronic transfer.

**“Collection”** means, in relation to any Non-Cash Deposit, the process by which Bank obtains (or attempts to obtain) payment in cleared and unconditional funds from the relevant drawer/payer; “Collect” has the corresponding meaning.

**“Date of Deposit”** means, in relation to a Deposit, the date on which that Deposit was made or, if that date is not a Business Day, the next Business Day.

**“Date of Collection”** means, in relation to Non-Cash Deposit, the date on which the Bank receives payment in cleared and unconditional funds from the relevant drawer/payer or if that date is not a Business Day, the next following Business Day.

**“Deposit”** means any deposit of money made by, on behalf of or for the account of the Accountholder into or in relation to an Account, whether by cash, electronic transfer, Payment Instrument or other means and whether at the counters of the Bank, via any inter-bank electronic payment system, via an ATM or by other means.

**“Deposit Slip”** means any written receipt created at the time of a Cash Deposit and given to the Accountholder by the Bank as a record of that Cash Deposit.

**“Dormant”** means the Account status resulting from absence of any deposit or withdrawal transaction for a period of 12 months with respect to a current Account, or 24 months with respect to a savings Account.

**“Force Majeure”** means:

- (a) any circumstance or cause beyond the reasonable control of the Bank;
- (b) any flood, storm, earthquake or other natural event;
- (c) any war, hostilities, terrorism, revolution, riot or civil disorder;
- (d) any strike, lockout or other industrial action;
- (e) any change in law or regulation or any change in the interpretation or enforcement of any law or regulation;
- (f) any act or order of any governmental or regulatory body or authority;
- (g) any order of a court or other judicial or quasi-judicial body;
- (h) any system or computer malfunction, damage, destruction, failure, suspension, howsoever caused, or third party interference; or
- (i) any default or breach of contract by any agent, contractor or third party service provider.

**“General Account Terms”** means these general account terms and conditions.

**“Instruction”** means any instruction given by or on behalf of the Accountholder in relation to any Account, Account Transaction or Service, including any instruction which the Bank believes in good faith to have been given by or on behalf of the Accountholder.

**“Jurisdiction”** means the jurisdiction(s) where the Account(s) is/are maintained.

**“Loss”** means any losses, damages, proceedings, penalties, claims, liabilities, costs (including legal costs) and expenses of any kind.

**“Mandate”** means the directors' resolutions or other corporate authorisation constituting or evidencing the authority of the Accountholder's authorised signatories to open and operate the relevant Account(s), sign the relevant Account Opening Form(s), undertake any Account Transactions and to obtain any Services from the Bank, and identifying such authorised signatories, in such form acceptable to the Bank.

**“MIFT”** or manually initiated fund transfer means funds transfer requests that are manually initiated (via facsimile, telephone, messenger, electronic mail, file transfers, and other similar manual origination means) by the Accountholder relating to (a) instructions to pay money or otherwise to debit or credit any account, or to dispose of any money, or (b) the transfer of funds or withdrawal of funds by the Accountholder effected by teletransmission, draft, manager's check, or certified check depending on the Accountholder's request. The term also includes Automated Clearing House transfers, transfers made at automated teller machines and point of sale terminals.

**“Non-Cash Deposit”** means a Deposit made other than by cash or electronic transfer.

**“Notify”** means communication or disclosure by the Bank to the Accountholder or Accountholder's assignee by one or more of the following methods:

- (a) providing the relevant details verbally;
- (b) handing over the relevant details by an officer of the Bank;
- (c) sending the relevant details in writing by post;
- (d) posting the relevant details on the Bank's website;
- (e) displaying the relevant details at the branch at which any Account is held; or
- (f) advertising in a newspaper, and **“Notified”**, **“Notifying”** and **“Notification”** will have the corresponding meaning.

**“Parties”** means the Accountholder and the Bank.

**“Payment Instrument”** means any cheque, draft, money order, cashier's order or other similar instrument.

**“Relevant Data Subject”** means any person who is (a) named in and/or signs a Mandate or Account Opening Form; (b) an authorised signatory; or (c) specified as such by the Bank at any time.

**“Relevant Information”** means any information or documents (which may include any information concerning natural persons) relating to any Accountholder Group Member (or any officer, employee or agent of the foregoing), these Terms, any Account, Account Transaction, Service, any other present or future agreement or transaction of any nature between the Accountholder and any Standard Chartered Group Member or the subject matter of any of the foregoing.

**“Service”** refers to service of any kind (whether or not related to an Account) provided from time to time by the Bank to, or in favor of, the Accountholder or Accountholder's assigns or designees including the provision of all banking facilities, functions and products and financial services (including those set forth

in each of the Schedules incorporated hereto) and “**Services**” shall refer to any, all or a combination of Services provided by the Bank.

“**Specially Designated Nationals**” means individuals and entities which the US Government has established to be acting on behalf of a Blocked Country.

“**Standard Chartered Group Member**” means Standard Chartered PLC together with each of its subsidiaries and their branches.

“**Terms**” means, collectively, the Account Opening Form signed by the Accountholder, these General Account Terms and the Country Supplement, as each may be modified from time to time and a “**Term**” means a term of such Account Opening Form, these General Account Terms and the Country Supplement.

“**Withdrawal**” means any withdrawal or transfer of money made by or on behalf of the Accountholder out of or in relation to an Account, whether by cash, Payment Instrument or other means and whether at the counters of the Bank, via an ATM or by other means.

## 2. INTERPRETATION

- (a) Unless a contrary indication appears, any reference in these Terms to:
- (i) any “**Party**” or other person will be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) these Terms or any other agreement or instrument is a reference to these Terms or other agreement or instrument as from time to time amended, supplemented, or novated, replaced or restated;
  - (iii) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
  - (iv) a provision of law is a reference to that provision as amended or re-enacted;
  - (v) unless otherwise stated, a time of day is a reference to the time of day in the Jurisdiction;
  - (vi) a gender includes all other genders, and the singular includes plural and vice versa;
  - (vii) a “**clause**” or a “**schedule**” is a reference to a clause of or a schedule to these General Account Terms, unless otherwise specified;
  - (viii) “**including**” will not be interpreted narrowly but will be interpreted to mean “**including without limitation**”, “**including (but not limited to)**” or “**including without prejudice to the foregoing**”; and
  - (ix) “**the Bank may**” will not be interpreted narrowly but will be interpreted to mean “**the Bank may (in its sole discretion and without any obligation to do so)**”.
- (b) Clause and schedule headings are inserted for convenience only and will not affect the interpretation of any of the provisions of these General Account Terms.
- (c) “**date of these Terms**” means the date the Accountholder first signed an Account Opening Form for the opening of an Account with the Bank under these Terms.

## SCHEDULE 2

**VISA ELECTRON CARD** (applies only to Accountholders to whom Cards have been issued)

1. Each Card issued by the Bank shall, unless earlier terminated by the Accountholder or by the Bank with notice to Accountholder, be valid until the date indicated thereon.
2. The Primary Cardholder shall assume full responsibility for the security and custody of both the Primary and Supplementary Cards and their respective PINs, and conformity with all applicable terms and shall be liable for all Card Transactions. The Primary Cardholder and Supplementary Cardholder shall not disclose the PIN to any person and shall be liable for Loss relative to any disclosure. All Card Transactions completed through use of the PIN shall be fully binding on the Accountholder.
3. The primary cardholders warrants strict compliance by all Supplementary Cardholders to these terms.
4. The Card may be used by the cardholders for:
  - (a) Account Transactions completed through Bancnet or Megalink ATMs within the Philippines or Visa Electron ATMs outside the Philippines; and
  - (b) Purchases.

5. The Bank shall have no obligation to allow Card Transactions in excess of the available amount in the Primary Designated Account. Where the Accountholder has designated a Secondary Designated Account, the same may be accessed only via ATM.
6. The Card is not a credit card and may be used only to the extent that there is a sufficient amount outstanding in the Designated Accounts. It is non-transferable and will be honoured for Purchases only when properly signed and presented by the Cardholder to the merchant.
7. The Bank reserves the right to impose single day Card Transaction ceiling amounts and other conditions as it may deem proper, Notifying the Accountholder from time to time. The Bank may likewise suspend effectivity of the Card on security concerns, technical difficulties and/or other reasonable grounds.
8. When Card is used for foreign currency Card Transactions, the Bank shall convert the amount to Philippine Pesos using the Visa Foreign Exchange Rate at the time of the transaction. Use of the Card outside the Philippines shall further be subject to transaction fees.
9. The Cardholder agrees to pay all applicable fees, charges and/or penalties relative to the Card and authorizes the Bank, at the Bank’s sole option, to automatically debit the same and other Cardholder liabilities from the Designated Accounts.
10. The Cardholder is responsible for immediately reporting loss of the Card to the Bank. All Card Transactions completed prior to the report shall be for the account of the Primary Cardholder.
11. The Card is property of the Bank and it may reasonably suspend or terminate, without need of notice and without incurring any liability, use of the Card at any time. When practicable, the Bank will Notify the Primary Cardholder of such suspension or termination.
12. The Cardholder shall hold the Bank free and harmless from any Loss arising from or incidental to any attempted or completed Card Transaction, regardless of whether the same arose from error, negligence, improper or criminal acts, fraud, or otherwise.
13. In addition to the definitions in the General Account Terms, in this Schedule 2:

“**Card**” means a Standard Chartered Bank Visa Electron Card issued either to the Primary Cardholder or the Supplementary Cardholder.

“**Cardholder**” means, depending on the context, any or both of the Primary Cardholder and/or Secondary Cardholder.

“**Card Transactions**” means any Purchase or Account Transaction completed using the Card.

“**Designated Accounts**” means the Primary Designated Account and the Secondary Designated Account.

“**PIN**” means the personal identification number given to Cardholder to enable him to use the Card for Card Transactions.

“**Primary Cardholder**” means the Accountholder to whom a Card is issued.

“**Primary Designated Account**” means the Account that selected by the Primary Cardholder to be linked to the Card and to fund Card Transactions thereon.

“**Purchase**” means a purchase of any good or service from a Visa Electron-affiliated merchant.

“**Secondary Designated Account**” means the Account that is linked to a Card in addition to the Primary Designated Account.

“**Supplementary Cardholder**” means the person nominated by the Principal Cardholder and approved by the Bank as a supplementary cardholder.

## SCHEDULE 3

**PHONEBANKING** (applies to Accountholders properly enrolled for Phonebanking facilities).

1. Enrolment for Phonebanking services may be made forty eight (48) hours after the Account is opened. Phonebanking services shall be available only on such hours of banking days as may be designated by the Bank and telephone instructions received beyond such period shall be deemed to have been received on the next following banking day.
2. Upon enrolment, the Bank will provide Accountholders with a Telephone Identification Number (TIN) to access the Phonebanking facility. The Accountholder shall keep the TIN strictly confidential. All requests made and Account Transactions completed through use of the TIN shall be fully binding on the Accountholder.
3. Phonebanking services shall be subject to such fees, charges and other requirements as Notified by the Bank from time to time.

4. The disclosure of Relevant Information requested, and completion of Instructions instructed, via Phonebanking shall be deemed fully authorized by the Accountholder. Nevertheless, the Bank shall have the right to record the Phonebanking instructions and, subject to applicable law, use the same in resolving any dispute between the Bank and Accountholder. The Bank shall have no obligation to furnish the Accountholder or any third person with such recording or a copy of the transcript or recording.
5. It is the Accountholder's responsibility to immediately inform the Bank if it determines or suspects that the TIN has been compromised in any manner. The Bank may likewise, without incurring liability, reject any Account Transaction instruction using the Phonebanking facility or require Accountholder to submit written confirmation of the same as a condition to implementation of the relevant instruction.
6. The Bank will disable access to Phonebanking on the third of consecutive attempts to access Phonebanking using an invalid or improper TIN; the Bank will thereafter issue a new TIN to the relevant Accountholder, which shall be available at the Bank's premises on the following banking day. The Bank may further, at its option and without need of prior notice, suspend or terminate such Accountholder's access to Phonebanking facilities.
7. The Accountholder shall hold the Bank free and harmless from any Loss arising from Accountholder's availment of Phonebanking Services (whether attempted or completed) or facilities, including those which may arise from or incidental to fraud, negligence, unauthorized TIN disclosure, machine or human errors and/or unavailability or the telecommunications system.
8. Any additional features to, or enhancements of, the Phonebanking facilities shall be subject to terms and conditions as Notified by the Bank from time to time.

#### SCHEDULE 4

**iText MOBILE BANKING** (applies to Accountholders properly enrolled for iText Mobile Banking facilities)

1. Upon enrolment, the Accountholder may send Instructions, receive Account information, and access all iText Mobile Banking services—all as the same may be made available or modified from time to time—solely through the enrolled mobile phone number and use of the Personal Identification Number (PIN) issued by the Bank. The Accountholder shall keep the PIN strictly confidential.
2. Any Bank transaction or Service, including funds transfer, request for statement of account and bills payment, accessed through Accountholder's iText Mobile Banking PIN shall be deemed fully authorized by the Accountholder. It is the Accountholder's responsibility to inform the Bank if he determines or suspects that the PIN has been compromised in any manner.
3. The Accountholder shall hold the Bank free and harmless from any Loss arising from iText Services or facilities, including those which may arise from or incidental to unauthorized PIN disclosures, errors and/or unavailability of BancNet's system.

#### SCHEDULE 5

**RIGHT FAX BANKING** (applies to Accountholders properly enrolled for Right Fax Banking facilities)

1. Upon proper enrolment, the Accountholder shall receive, relative to his enrolled Accounts, periodic bank statements and other reports determined by the Bank to be proper, at the fax number enrolled. Any such report successfully transmitted shall be deemed duly received by the Accountholder. The Bank shall have no obligation to verify nor ensure confirmation of Accountholder's receipt.
2. All transmissions to the enrolled fax number shall be deemed fully authorized by the Accountholder, who shall be solely responsible for ensuring the confidentiality of the same.
3. The Bank may reasonably suspend or terminate, without need of notice and without incurring liability, the Right Fax services herein. When practicable, the Bank will Notify the Accountholder prior to such suspension or termination.
4. The Accountholder shall hold the Bank free and harmless from any Loss arising from Right Fax Banking Services or facilities, including those which may arise from or incidental to machine or human errors and/or unavailability of the telecommunications system.

#### SCHEDULE 6

**BANCNET ONLINE SERVICES** (applies to Accountholders properly enrolled for BancNet Online facilities)

1. Upon proper enrolment, the Accountholder shall receive a card number and a corresponding Personal Identification Number (PIN) which will enable the Accountholder, subject to BancNet's available facilities and services at such time, to access and transact upon the enrolled Account via BancNet's [www.bancnetonline.com](http://www.bancnetonline.com). The Accountholder shall keep the PIN strictly confidential.
2. All transactions or Service accessed through the Accountholder's PIN shall be deemed fully authorized by the Accountholder. It is the Accountholder's responsibility to inform the Bank if he determines or suspects that the PIN has been compromised in any manner.
3. The BancNet Online facility and services are made available by BancNet and are at all times subject to the terms and conditions imposed by BancNet, as they may be amended from time to time.
4. The Accountholder accepts all fees and charges imposed by BancNet for BancNet Online transactions and services, and agrees that the same shall, without need of Notification, be automatically debited from the Account.
5. The Accountholder shall hold the Bank free and harmless from any Loss relative to the use of BancNet Online services and facilities, including those which may arise from or incidental to machine or human errors, fraud (including fraudulent or improper acts online), negligence, unauthorized PIN disclosure, security breach, and/or unavailability of telecommunications systems.

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