



TERMS AND CONDITIONS ON DEPOSITS

Account Type Demand/Current Savings Time Deposit
Currency PHP USD AUD Other: _____

The following are the Terms and Conditions governing your deposit account(s) with Australia and New Zealand Banking Group Limited (ANZ).

1. The Depositor is free from any and all legal disabilities when opening an account.
2. For Joint (and) accounts, the signatures of all account holders are required to operate the account. Joint (and/or) accounts automatically vest full authority in one Depositor to do whatever such Depositor so desires with the funds without the consent of the other Depositor. ANZ shall freeze the account upon notice of the death of one co-Depositor until necessary legal documents are presented.
3. In receiving items for deposit or collection, ANZ obliges itself only as the Depositor's collecting agent, and the Depositor assumes full responsibility for the correctness, genuineness and validity of all endorsements appearing on all items for deposit. Cash and check deposits shall only be credited after verification by ANZ. Checks will be accepted on collection basis and may be withdrawn only after the lapse of the prescribed regulatory clearing period. ANZ reserves the right to charge back any defective or lost item previously credited to this account, regardless of the time that has elapsed, whether or not the item can be returned. No second endorsed checks are allowed.
4. The Depositor agrees to accurately fill up the appropriate deposit slip(s), and shall hold ANZ free and harmless from any and all liabilities for losses caused by any and all inaccuracies in filling up the deposit slip(s).
5. No entries other than those effected by ANZ shall be recorded in the bank statement. In the event of any discrepancy between the entries in the bank statement and ANZ's records, the latter shall prevail.
6. ANZ shall honour withdrawals from the savings account upon presentation of a duly accomplished withdrawal slip and any corresponding passbook.
7. Only checks/withdrawal slips containing signatures in ink or other means of writing with a character of performance shall be honoured.
8. Foreign currency withdrawal is subject to the availability of foreign currency notes.
9. Issuance of checks shall be governed by the rules and regulations imposed by the Philippines Clearing House Corporation and the Bangko Sentral ng Pilipinas (BSP).
10. Accounts become inactive if there have been no transaction for two (2) years for savings accounts, and one (1) year for current accounts. A fee will be levied on all dormant accounts to the extent permitted by regulations. Moreover, pertinent accounts inactive for (10) consecutive years shall be reported to and escheated in favour of the Treasurer of the Philippines upon final judgment by a court of competent jurisdiction in favour of the Government of the Philippines, declaring that the said unclaimed balances have been escheated to the government.
11. Depositors shall advise ANZ in writing of their intension to assign or pledge deposits as collateral for an obligation. Notwithstanding such notice, the assignment or pledge of deposits shall not be binding on ANZ unless made with ANZ's prior written consent. The Depositor undertakes to comply with the requirements, which ANZ shall impose for such assignment or pledge.
12. ANZ shall have a lien and authority to set off against the balance of the Depositor any obligation due to ANZ or any of its subsidiaries or affiliates.
13. The interest rate on savings accounts shall be computed on the basis of daily balances provided the required minimum balance for the day is maintained. Interest earned shall be credited at the end of every month.
14. ANZ is authorized to debit the Depositor's account(s) for any applicable service charges, fees and penalties (Refer to Annex A for the applicable fees, charges and penalties).
15. Stop payment orders shall be made by the Depositor/s in writing specifying the date, amount, check number, and the payee of the issued check. Stop payment orders will be honoured only when the specified check has not been presented for payment to ANZ. ANZ shall not be liable for any and all damages if the order is not carried out for reasons other than gross negligence of ANZ. The order shall expire on the 80th day from receipt unless otherwise renewed by the Depositor/s. Revocation shall be in writing if the order is to be lifted prior to the expenses and costs being incurred by ANZ in the execution of such order.
16. A statement of account shall be sent to the Depositor's last recorded address. Cancelled checks and other debit/credit items shall be sent to the Depositor's last recorded address upon written request to ANZ. If ANZ does not receive any complaint from the Depositor ten (10) days after receipt of the statement, said statement and all transaction therein mentioned shall be considered correct and any claim against ANZ shall be deemed waived. Furthermore, ANZ shall not be held liable for claims of forgery and any other defect of honoured checks if not reported within ten (10) days after receipt of payment.
17. The Depositor(s) shall promptly notify ANZ in writing of any change of address or contact details.
18. ANZ is authorized to close account/s even without prior notice in cases where :
 - i. said account/s are mishandled by the issuance of unfunded or insufficiently funded check/s or involvement in any fraudulent, money laundering or other illicit activities and to report such closure and the reason/s therefor to the Bankers Association of the Philippines (BAP), the Bangko Sentral ng Pilipinas or to any central monitoring entity or body established by the BAP to keep record of and monitor to the members of BAP mishandled deposit accounts. ANZ and its officers and employees are free and harmless from all liabilities, claims and demands of whatever kind in connection with or arising from (a) the closing of account(s); and/or (b) the dishonour of any check thereunder which may be presented to ANZ after the closing of the account(s); and/or (c) the reporting of the closure of account(s) and the reason(s) therefor to the BAP or to any central monitoring entity or body established by the BAP to keep record of, and monitor, to the members of the BAP mishandled accounts.
 - ii. Depositor fails to provide the Bank with any information requested under this Agreement or
 - iii. ANZ is required to do so in compliance with any Law, Sanction or requirement of any competent Authority (whether local or foreign) or the Bank's internal policy.

19. It is understood that in handling the processing of the transactions, ANZ may inadvertently commit errors and therefore shall not be held for any liability on account thereof.
20. The Depositor agrees that the provisions of Article 1250 of the Civil Code of the Philippines shall not be applicable to the Depositor's accounts.
21. The use of MICR checks printed by entities not accredited by the BAP Accreditation Board shall constitute a waiver on the part of the drawer/issuer of the rights to claim for reimbursement/refund or damage of any kind arising therefrom.
22. The Depositor is understood to have accepted these Terms and Conditions and other additional regulations ANZ may subsequently prescribe from time to time. Likewise the operation of ANZ account(s) is subject to, and governed by, the rules and regulations of ANZ, the BSP, the Philippine Deposit Insurance Corporation (PDIC) and the BAP.

REPORTING UNAUTHORIZED TRANSACTIONS AND OTHER CONTINGENCIES

The Depositor will notify ANZ immediately by telephone (and must confirm such notice in writing within 48 hours of such call) if the Depositor believes or suspects that there has been or may be: (A) any fraudulent or unauthorized transaction or communication; or (B) any breach of any security procedure prescribed by ANZ (each, a "Security Alert"), and unless and until the Depositor notifies ANZ as provided above, the Depositor shall remain responsible for, and be bound by, any transactions or communications made or which ANZ receives, regardless of whether such transaction or communication were in fact made or authorized by the Depositor. If after investigation the Security Alert is determined by ANZ to be false, the Depositor remains bound by the transaction or communication.

Following receipt of a notice referred to above, ANZ may take such action as it considers appropriate to seek to mitigate or remedy the relevant Security Alert, including suspending the use of the account/s until such time as the Security Alert has been resolved.

COMPLAINTS HANDLING

The Depositor can lodge their complaints through their designated Relationship Manager or through the Customer Assistance Office (CAO). The Customer Assistance Office can be reached during normal business hours via telephone at (63)(2) 8417755, through electronic mail at PH_YourWay@anz.com, or via direct mail sent to ANZ Manila office located at the 9th Floor, MCC Center, 6778 Ayala Avenue, Makati City.

The Depositor's complaint will be acknowledged by the Bank in writing within 48 hours of receipt. The bank's formal response to the complaint will be transmitted via electronic mail or direct mail to within 7 to 25 days of receipt depending on the complexity of the query.

PRIVACY

In the following passages dealing with the collection, use and disclosure of your personal information, references to "ANZ" means Australia and New Zealand Banking Group Limited (including all its branches) and each and every one of its related companies (including subsidiaries), whether acting collectively or alone.

ANZ is collecting your information in order to assess your application for a product or service offered by ANZ and, if your application is approved, to provide you with the product/service you are applying for. Without this information ANZ may not be able to consider or approve your application. By signing the application form, you acknowledge and agree that:

1. ANZ may also use and disclose your information to help ANZ provide or tell you about other products or services which may interest you, for ANZ's international administration and operations and for market or customer satisfaction research; and
2. ANZ may disclose your information to its related companies (including subsidiaries), credit reporting or debt collecting agencies, ANZ's alliance partners, agents, contractors, agents and advisers and to other parties authorised and/or required by law to collect your information.

DEPOSIT INSURANCE

The following PDIC rules apply to deposits:

1. Deposits are insured by the PDIC up to maximum amount of Five Hundred Thousand Pesos (P 500,000.00) (or its equivalent in foreign currency) per depositor.
2. PDIC shall recognize the registered owner/holder of a Legitimate Deposit in the books of the bank as the depositor entitled to deposit insurance, except where the records of the bank show that the Legitimate Deposit is maintained in the same right and capacity for the benefit of another depositor, in which case PDIC shall recognize the latter as the beneficial owner of the account entitled to deposit insurance.
3. Where a deposit account with an outstanding balance of more than the statutory maximum amount of insured deposit is broken up and transferred into one or more account/s; or for deposit accounts and deposit transfers made in favor of individuals or of entities, either singly or jointly with individuals, from an account in the name of corporation, partnership, association, or unincorporated entity, the PDIC shall recognize the transferee/s as the beneficial owner/s of the account/s when:
 - i The transfer was made with all of the following conditions present:
 - a. The break-up and transfer of deposit to the transferee is for a Valid Consideration;
 - b. The details or information for the transfer, which establish the validity of the transfer from the transferor to the transferee, are contained in any of the Deposit Account Records of the bank; and
 - c. Copies of documents, which show the details or information for the transfer, such as but not limited to contracts, agreements, board resolutions, audited financial statements, orders of the courts or of competent government body/agency, are in the custody or possession of the bank upon takeover by the PDIC.
 - ii The transferee/s is/are the Qualified Relative/s of the transferor. *Qualified Relatives* are transferees within the second degree of consanguinity or affinity of the transferor. Relationship shall be proven by relevant documents such as, but not limited to, birth certificates and marriage certificates.
4. Deposit Splitting occurs whenever a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit maintained under the name of natural or juridical persons is/are broken down and transferred into two or more accounts in the name/s of natural or juridical persons or entities that have no Beneficial Ownership of transferred deposits in their names within one hundred twenty (120) days immediately preceding or during a bank-declared bank holiday, or immediately preceding a closure order issued by the Monetary Board of the Bangko Sentral ng Pilipinas for the purpose of availing of the maximum deposit insurance coverage.

- Upon the determination by the PDIC of Beneficial Ownership or Deposit Splitting, the outstanding Legitimate Deposit/s in the closed bank maintained for the benefit of the beneficial owner/transferor, although in the name of another person/s or entity/entities, shall be subject to consolidation with the other Legitimate Deposits of the beneficial owner/transferor in said closed bank for deposit insurance purposes.

LAWS, REGULATIONS, **ANTI-MONEY LAUNDERING AND SANCTIONS**

ANZ Group Member means Australia and New Zealand Banking Group Limited (ANZBGL) and any related company or entity in which ANZBGL holds a direct or indirect ownership interest (including any subsidiary).

Laws means any law including any statute, regulation or subordinate legislation or other document enforceable under any statute, regulation or subordinate legislation.

Regulation includes any applicable regulations, rulings, orders, notices, guidelines, circulars and the like.

Authority means any regulatory, administrative, government, quasi-government, law enforcement, revenue or supervisory authority, agency, court or tribunal.

- The Depositor agrees that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects or has reasonable grounds to suspect that:
 - the transaction may breach any Laws or Regulations in Philippines or any other country;
 - the transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the United Nations, the European Union, supra-national organisation, official body or any country; or
 - the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Philippines or any other country.
- The Depositor must provide all information and documentation to ANZ which ANZ reasonably requires in order to:
 - manage its money-laundering, terrorism-financing or economic and trade sanctions risk;
 - comply with any Laws or Regulations in Philippines or any other country including Laws and/or agreements with relevant Authorities (whether local or foreign) that require ANZ to make inquiries about the Customer's tax status; or
 - comply with any applicable direction, request or requirement (whether or not having the force of Law) of any competent government or other authority.

The Customer acknowledges that all information provided to the Bank shall be accurate, complete, up to date and not misleading.

- The Depositor agrees that ANZ and any of the ANZ Group Members may, without prior notice to the Depositor, disclose any information concerning the Depositor and/or the account:
 - to any law enforcement, regulatory agency or court where required by any such Law or Regulation in Philippines or any other country;
 - where ANZ or any of the ANZ Group Members is required to do so pursuant to any direction, request or requirement (whether or not having the force of Law) of any competent government or other authority in any country;
 - to any ANZ Group Member or service provider of ANZ to perform administrative and operational tasks (including risk management, debt recovery, exposure aggregation, data processing, systems development and test, credit scoring, staff training and market or Depositor satisfaction research); and
 - to any person, whether local or foreign, when otherwise required to do so in accordance with the Laws of any applicable jurisdiction and/or disclosure obligations ANZ may have under an agreement with any relevant local or foreign Authority, whether the disclosure is made directly or through any Bank Group Member.
- Unless the Depositor has disclosed that it is acting in a trustee capacity or on behalf of another party, the Depositor warrants that it is acting on its own behalf in entering into this agreement. If the Depositor is acting on behalf of another party (such as a trustee), the Depositor agrees to provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.
- The Depositor declares and undertakes to ANZ that the processing of any transaction by ANZ in accordance with the Depositor's instructions will not breach any Laws or Regulations in Philippines or any other country. The Depositor understands that a breach of such Laws or Regulations, including those relating to the prevention of money laundering and terrorism-financing, carries with it criminal or penal sanctions.

WITHHOLDING

ANZ may be required to make a deduction or withholding on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities. Where this is required:

- you agree that ANZ will make such deduction or withholding in such manner and in the minimum amount required; and
- ANZ will notify you that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant government agency or revenue authority.

Terms only enforceable against the Bank in the Philippines: Unless ANZ otherwise consents, all credit balances (whether in local or foreign currency) in your account shall be repaid, repayable and enforceable only at branches of ANZ in the Philippines and all your rights shall be enforceable only against ANZ in the Philippines. Subject to applicable laws and the guarantee of ANZ's head office executed pursuant to Philippine law, neither ANZ's head office nor any other office or branch or any other affiliate of ANZ will have any obligation in relation to or be responsible or shall assume liability for repayment of monies placed with or any obligation assumed by ANZ's branches in the Philippines and you shall have no claim, action or against ANZ outside the Philippines, and you shall have no right of recourse against, or set-off against assets of, ANZ outside the Philippines. In any event, you will waive all such claims, actions and rights of recourse.

Additional Terms and Conditions on Deposits for Non-Residents

- Transacting or opening an account in a jurisdiction where you are not a resident may expose you to additional risk. Such jurisdiction may be subject to rules which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of local rules in other jurisdictions where your transactions have been effected. Before you transact or open an account in another jurisdiction, you should familiarise yourself with any applicable rules in that particular jurisdiction, consulting your own professional advisers as may be necessary, notably for details about any types of redress available to you.

2. Different jurisdictions may decide to impose exchange controls or other limitations or restrictions. This may cause payments to be made to you in the local currency instead of the original invested or deposited currency. This may also result in the inability to perform outward remittances of funds from such a jurisdiction, which can affect the value of your investment or deposit or your ability to enjoy its benefit.

3. By signing this form, you agree and acknowledge that:

Your deposits are subject to the rules and regulations of the BSP and the Bureau of Internal Revenue (BIR) including restrictions on peso deposits which shall only be funded by inward remittance.

For your foreign currency deposits to be eligible for tax exemption, you agree to provide ANZ with evidence of your non-resident status by submitting the documents required under BIR Revenue Regulations No. 10-98, and/or other requirements the BIR may impose from time to time, otherwise, ANZ may deduct applicable taxes on your deposits:


- i. For Non-Resident individual depositors, an original or certified true copy of any of the following:
 - a. An immigration visa issued by the foreign government in the country where he is a resident of; or
 - b. A certificate of residency which is issued by the Philippine Embassy or Consulate in the foreign country of his residence; or
 - c. A certificate of the contract of employment of an overseas contract worker which is duly registered with the Philippine Overseas Employment Agency (POEA); or a Seaman's Certificate, in the case of a Filipino seaman; or
 - d. A certification from the Bureau of Immigration of the Philippines that a non-resident alien is not a resident of the Philippines; or
 - e. A certification from the Department of Foreign Affairs (DFA) of the Philippines that the individual is a regular member of the diplomatic corps of a foreign government and is entitled to income tax exemption under an international agreement to which the Philippines is a signatory.
- ii. For Non-Resident Corporations, an original or certified copy of all of the following:
 - a. Certificate of registration of the corporation abroad; and
 - b. Certification from the Securities and Exchange Commission that the non-resident corporation is not licensed to do business in the Philippines.

Authorization

I/We authorize ANZ to inform the Commissioner of Internal Revenue that as a Non-Resident Depositor, my/our foreign currency deposits with ANZ are exempt from withholding tax, if applicable, subject to the above requirements. I/We will hold the Bank free and harmless from any liability that the Bank may suffer in connection with this authorization including any question as to my/our non-residency.

Additional Terms and Conditions applicable to Time Deposit Accounts are incorporated in the certificate.

I/We hereby agree to be governed by these Terms and Conditions on Deposits, a copy of which is hereby acknowledged to have been received, read and understood by me/us as the same may be amended from time to time.

ACCOUNT NUMBER(S):			<input style="width: 150px; height: 20px;" type="text"/>	<input style="width: 150px; height: 20px;" type="text"/>	<input style="width: 150px; height: 20px;" type="text"/>
Signature of Account Holder/Depositor:			DATE (DD-MM-YYYY) <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>		
NAME & SIGNATURE OF ACCT HOLDER 1	NAME & SIGNATURE OF ACCT HOLDER 2				
NAME & SIGNATURE OF ACCT HOLDER 3	NAME & SIGNATURE OF ACCT HOLDER 3	