

# PHILIPPINES COUNTRY SCHEDULE

## 1. APPLICATION

- 1.1** This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country specific terms on which the Bank provides its Customer with one or more Accounts or Services in the Philippines.
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. Unless otherwise defined herein, capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

## 2. ANZ GENERAL BANKING CONDITIONS

- 2.1 Anti Money Laundering.** The Customer represents and warrants to, and covenants with, the Bank that (1) the Service and/or Accounts will not be used, directly or indirectly, in full or in part, (a) to carry out or facilitate the commission of any terrorist act; (b) by a terrorist organization, association, or group; or (c) by an individual terrorist; (2) the Customer does not, and it will not conduct business with designated persons as defined under existing anti-money laundering and counter terrorism financing laws and regulations; and (iii) to the best of the Customer's knowledge, no regulatory agency or other authority has ever conducted any type of investigation related to any activity in contravention of applicable laws relating to anti-money laundering or counter terrorism financing with regard to accounts or financial transactions of the Customer, or any accounts or financial transactions under the control of the Customer.

The Customer recognizes that the Bank may freeze the Customer's account in compliance with a court order immediately upon the Bank's receipt thereof. The Bank shall not incur any administrative, criminal or civil liability for complying with such order, even if the same is subsequently overturned or revoked.

The Customer agrees that the Bank may disclose any information concerning the Customer and the Customer's account, including the Customer's personal information and details of the Customer's foreign currency deposits, to any law enforcement entity, regulatory agency or court where required by any applicable law (i.e., anti-money laundering and counter terrorism financing laws).

The Bank reserves the right not to effect instructions for telegraphic transfer or to pay-out transferred funds when it cannot establish the true and full identity and existence of the beneficiary or the originator of the funds, in accordance with existing anti-money laundering and counter terrorism financing regulations.

### 2.2 Types of Account

- (a) The Bank may, in its sole discretion, agree to provide the Customer with one or more demand deposits or current Accounts, savings Accounts or time or fixed term deposit Accounts.
- (b) The Customer shall provide the Bank with the necessary Instructions with respect to the handling of any time or fixed term deposit Account at maturity. In the absence of any Instructions, the Bank may (but is not obliged to) renew the time or fixed term deposit Account by placing, as a fresh deposit, the principal plus accrued interest for such period as it deems fit or

as permitted under applicable Law. Interest shall be payable based on the rate or as agreed between the Bank and the Customer. Any withdrawal prior to its maturity date may only be made with the prior consent of the Bank and on such terms and conditions as the Bank may impose from time to time. The Bank may withhold some or all of the interest payable or may impose charges on any time or fixed term deposit Account from which withdrawals are made prior to maturity.

- 2.3 Accounts of Non-Residents.** Non-residents are subject to the rules and regulations of the Bangko Sentral ng Pilipinas (BSP) and the Bureau of Internal Revenue (BIR). Peso deposits shall only be funded by inward remittance of foreign exchange. For tax exemption of Foreign Currency Accounts, the following documents required under BIR Revenue Regulations No. 10-98 (as amended or supplemented from time to time) should be submitted, or any other requirements imposed by BIR should be satisfied, otherwise, ANZ may deduct applicable taxes on the Accounts:

- (a) Original or certified copy of certificate of registration of the non-resident corporation abroad; and
- (b) Original or certified copy of certificate from the Securities and Exchange Commission (SEC) that the non-resident corporation is not licensed to do business in the Philippines.

The Customer authorizes the Bank to inform the Commissioner of Internal Revenue that as a non-resident depositor, the Customer's foreign currency deposits with the Bank are exempt from withholding tax. The Customer will hold the Bank free and harmless from any liability that the Bank may suffer in connection with this authorization, should it be proven by the BIR that the Customer is not a non-resident.

### 2.4 Treasurer-in-Trust Accounts

- (a) The Bank may allow the opening of a treasurer-in-trust account in connection with the incorporation of a company. For this purpose, the Customer shall submit and provide to the Bank such documents and information as the latter may require, including, without limitation, the following:
- (i) fully executed and notarized Articles of Incorporation and fully executed By-Laws of the corporation, with the Articles of Incorporation indicating the appointment of the treasurer-in-trust and his or her authority to receive in the name and for the benefit of the corporation, all subscriptions paid by the subscribers; and
- (ii) valid identification documents of the treasurer-in-trust and the incorporators, subscribers, directors, and officers of the corporation, and information and documents on the beneficial ownership of the corporation, each in form and substance required by the Bank and by applicable laws and regulations.
- (b) A treasurer-in-trust account is temporary and any and all transactions in relation to it shall only be in

connection with the incorporation of the company. Subscription payments and other funds deposited in said account may not be withdrawn (i) until the company receives and provides the Bank with a certified copy of its certificate of incorporation issued by the Securities and Exchange Commission and the Customer complies with the requirements set out in paragraph (c) below, or (ii) unless the incorporation of the company is withdrawn, denied or otherwise discontinued and the Customer complies with the requirements set out in paragraph (c) below, or (iii) unless such withdrawal is ordered by a competent governmental authority or made in accordance with applicable law or regulation.

- (c) Subject to paragraph (d) below, the account shall be closed as soon as (i) the company receives and provides the Bank with a certified copy of its certificate of incorporation, or, as the case may be, (ii) the incorporation of the company is withdrawn, denied or otherwise discontinued. Upon closure of the account, the funds deposited therein may be withdrawn and released by the Bank only upon submission, with respect to item (i) above, of a notarized certificate of the secretary of the corporation attesting to the resolutions adopted and approved by its board of directors (x) authorizing the closure of the account and (y) designating the persons authorized to withdraw and receive the remaining balance in the account or otherwise providing for the disposition, withdrawal or transfer of said balance, and with respect to item (ii) above, a notarized declaration or certification executed by all the incorporators and subscribers of the corporation (x) stating that the incorporation of the company was withdrawn, denied or discontinued and (y) designating the persons authorized to close the account and withdraw and receive the remaining balance therein.
- (d) Instead of closing the account, the Bank may allow its conversion into a corporate account in the name of the newly incorporated company after submission by the Customer to the Bank of such documents and information as may be required by the Bank, each in form and substance satisfactory to it, including, without limitation, a notarized certificate of the secretary of the corporation attesting to the resolutions adopted and approved by its board of directors (x) authorizing the conversion of the treasurer-in-trust account into a corporate account and (y) designating the persons authorized by the corporation to operate the account, enter into transactions with respect to the account, and execute and deliver any and all agreements and other documents in connection therewith.
- (e) A treasurer-in-trust account shall be opened, maintained and considered by the Bank as a deposit account, and all terms and provisions of this Agreement that apply to a deposit account shall, unless otherwise provided in or inconsistent with the foregoing, apply to a treasurer-in-trust account.
- 2.5 Withdrawal and Payments.** The Bank shall not allow a withdrawal of funds which are not Cleared Funds, other than in accordance with applicable Law. Foreign currency withdrawal is subject to the availability of foreign currency notes.
- 2.6 Interest.** Each Account may or may not be interest bearing as notified by the Bank to the Customer. The rate, if any, at which interest shall accrue on the amount maintained in an Account shall be as agreed between the Bank and the Customer.
- 2.7 Overdrafts.** The Bank shall not provide an overdraft facility on demand deposits or current Accounts, other than in accordance with applicable Law.
- 2.8 Modifications.** The Bank will provide 60 days prior notice for any amendment, modification or supplement to any provision of the Agreement. The Customer shall be deemed to have agreed to any amendment, modification or supplement made by the Bank to any provision of the Agreement if the Customer fails to object thereto within five (5) days of the receipt of notice of such amendment, modification or supplement from the Bank.
- 2.9 Inactive Accounts.** Accounts become inactive if there has 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 applicable Law. Moreover, pertinent Accounts inactive for (10) consecutive years shall be reported to and escheated in favour of the Treasurer of the Philippines upon final judgement 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 of the Philippines.
- 2.10 Non-applicability of Article 1250.** The Customer agrees that the provisions of Article 1250 of the Civil Code of the Philippines shall not be applicable to any Account.
- 2.11 MICR Checks.** The use of MICR checks printed by entities not accredited by the Accreditation Board of the Bankers Association of the Philippines (BAP) shall constitute a waiver on the part of the drawer or issuer of the right to claim for reimbursement, refund or damage of any kind arising therefrom.
- 2.12 Cheque Services.** Issuance of cheques shall be governed by the rules and regulations imposed by the Philippines Clearing House Corporation and the BSP.
- 2.13 Foreign Exchange Regulations.** Any dealing in foreign exchange involving Philippine Pesos is subject to foreign exchange regulations.
- 2.14 Customer Agreements.** The Customer is understood to have accepted these terms and other additional regulations ANZ may subsequently prescribe from time to time. Likewise the operation of 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.
- 2.15 Deposit Insurance.** Deposits are insured by the PDIC up to a maximum amount of Five Hundred Thousand Pesos (P 500,000.00) (or its equivalent in foreign currency) per depositor, in accordance with applicable PDIC rules.
- 2.16 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 or action 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.
- 2.17 Data Privacy Act of 2012.** The Customer agrees that the Bank and any Third Party (as defined in Clause 2.20) engaged by the Bank may collect, record, organize, store, update, retrieve, consult, use, disclose, consolidate, block, erase, destroy, or otherwise process the Customer's personal information, including any sensitive personal information, as may be necessary for the purpose of

conducting the Bank's business operations and providing the relevant Accounts or Services to the Customer (such as risk management, systems development and testing, credit scoring, fraud prevention, staff training and market or customer satisfaction research) and to comply with its obligations under applicable laws and regulations.

**2.18 Creditable Withholding Tax.** Notwithstanding Clause 5.6 of the ANZ General Banking Conditions, any payments to the Bank which are subject to creditable withholding tax under Philippine tax law shall be subject to deduction by the Customer for or on account of any such tax. The Customer shall ensure that the tax withheld is remitted to, and the required creditable withholding tax return is filed with, the Philippine Bureau of Internal Revenue (BIR) within the period required under Philippine tax regulations. The Customer shall submit to the Bank a copy of the filed creditable withholding tax return, the corresponding certificate of creditable tax withheld, and proof of payment of the tax. Failure by the Customer to remit the tax payment to, or to file such return with, the BIR within the required period, or to submit a copy of the filed return and corresponding certificate of creditable tax withheld to the Bank, shall authorize the Bank to debit from any Account of the Customer the amount of the tax withheld and any other amounts corresponding to any losses or damages incurred by the Bank as a result of such failure by the Customer.

**2.19 Service of Process.** If the Bank requests, the Customer will irrevocably appoint a process agent as the Customer's agent to receive any document in any court action in connection with the Agreement and notify the Bank of the name and address of the agent. If the Customer fails to appoint the process agent within 7 calendar days of such request, the Bank shall be entitled to appoint the process agent for and on behalf of the Customer and the Bank shall notify the Customer of the name and address of such process agent appointed. Any charges incurred in such appointment shall be borne by the Customer.

#### **2.20 Services Offered via Third Party**

- (a) The following Services may be offered and provided by the Bank via a third party:
- (i) cash deposit;
  - (ii) cheque deposit;
  - (iii) cheque printing;
  - (iv) cash pick-up/withdrawal at the Third Party's counters;
  - (v) cheque encashment;
  - (vi) cheque pick-up;
  - (vii) comprehensive disbursement solution;
  - (viii) payroll services;
  - (ix) service for making a payment to, receiving a payment from, or filing with the Bureau of Internal Revenue (BIR), the Bureau of Customs (BOC), the Philippine Social Security System (SSS), the Philippine Health Insurance Corporation (Philhealth) and/or the Home Development Mutual Fund (Pag-IBIG); and
  - (x) payment or funds transfer service through a Channel provided by the Third Party.

The definition of "Third Party" as defined in Clause 2.1 (Interpretations and Definitions) of the Definitions Schedule shall be amended as follows:

Third Party means any independent contractor, agent, partner bank or collection channels or agents engaged by a partner bank and approved by the Bank, credit reporting body, insurer, reinsurer, Correspondent appointed by the Bank as its agent or a provider of a Third Party System (whether or not located in the Customer's or the Bank's country of incorporation or establishment).

(b) *Authorisation to open ANZ FAO Account.* The Customer authorizes the Bank to open an account with the Third Party as notified and agreed between the Bank and the Customer (an "ANZ FAO Customer Account") solely for the purpose of utilising the Services provided via the Third Party. Where required by a Third Party, the Customer shall provide to that Third Party, the necessary supporting document which authorizes the Bank to open the ANZ FAO Customer Account with that Third Party. The ANZ FAO Customer Account and the use of the Services shall be subject to the standard terms and conditions of the Third Party, which may be modified by the Third Party from time to time. The Customer authorizes the Bank to negotiate with the Third Party and accept, and, where necessary, amend or vary, such terms and conditions on its behalf for the purposes of opening, maintaining and/or operating the ANZ FAO Customer Account or utilizing the Services. The Customer acknowledges that it will not be able to operate and access the ANZ FAO Customer Account in the same manner as its own Account which it opens and maintains with the Bank and, unless otherwise allowed by the Bank and the Third Party, the ANZ FAO Customer Account is controlled and operated by ANZ.

(c) *Acknowledgement and Agreement with respect to Services to be provided by Third Party.* The Customer acknowledges and agrees that:

- (i) the Services are provided by the Bank through the Third Party and, where required by that Third Party, it shall ensure that it complies with all the conditions as imposed by the Third Party or as notified by the Bank and/or the Third Party from time to time;
- (ii) there may, from time to time, be disruption or interruption to the Services (including the occurrence of a Force Majeure Event) which could affect the ability of the Third Party or the Bank to provide the Services;
- (iii) the Bank has no liability to the Customer if the Third Party fails to adequately provide any of the Services;
- (iv) each Instruction created by an Authorised Person must be approved by the Bank. For the avoidance of doubt, only an Instruction which has been approved by the Bank would be processed by the Third Party;
- (v) it shall be responsible for ensuring the accuracy and completeness of each Instruction and that the Bank has no obligation to verify the correctness of any Instructions;
- (vi) (where the Customer wishes to utilize a Service that involves a payment by the Customer, a withdrawal of cash, or the issuance of a cheque at the Customer's request) (X) the Customer shall ensure that there are sufficient cleared and unencumbered funds in the Account as designated by it (including sufficient funds to cover any fees, charges and expenses that are payable to the Third Party) to enable the Bank to approve a payment Instruction; (Y) the Bank is authorised to debit the Customer's Account and credit the ANZ FAO Customer Account to enable the Third Party to process the approved payment Instructions; and (Z) the Bank has the right to reject the Customer's Instruction if there are insufficient funds in the Customer's Account;
- (vii) any fees payable to the Third Party arising from the utilization of any of the foregoing Services shall be for the account of the Customer and the Bank shall have the right to debit the Customer's Account for any amount due and owing to that Third Party or to the Bank;

- (viii) its Account and the ANZ FAO Customer Account may be subject to a writ, warrant of attachment or execution, or similar process issued by a court of competent jurisdiction or other Authority. In such event, the Bank and the Third Party shall not be liable to the Customer for freezing its Account and the ANZ FAO Customer Account and doing or omitting to do acts in compliance with such writ, warrant or process;
  - (ix) it will provide the Bank with all information and/or documentation as the Bank or the Third Party may require from time to time, and to fully avail of the benefits of the Services and other services, the Customer authorizes the Bank and the Third Party to share the Customer's information, including contact information and Personal Information, with each other and with their respective subsidiaries, affiliates, representative offices, agents or other authorized parties. Where the Customer provides the Bank and/or the Third Party with Personal Information relating to the Customer's directors, officers, employees, beneficial owners, partners, shareholders, members, authorised signatories, Authorised Persons, representatives, agents, payors, payees, customers, guarantors, spouses of guarantors, other security providers and other natural persons (collectively all of the foregoing who are natural persons, "Related Persons"), the Customer represents and warrants that (X) it has notified and obtained the consent of the Related Person(s) whose Personal Information has been provided by the Customer, and (Y) it has validly acted for and on behalf of such Related Person(s) in disclosing such Personal Information to the Bank and/or the Third Party and for the Bank and/or the Third Party to collect, use, process and disclose the Personal Information; and
  - (x) it agrees that it will comply with all applicable Law (including the Negotiable Instrument Law) when utilising the Services.
- (d) *Cash Deposit.* In connection with cash deposit into the ANZ FAO Customer Account, the Customer agrees that:
- (i) it shall be responsible for ensuring that the cash deposited at the branches of the Third Party corresponds with the deposit slip acknowledged by the Third Party;
  - (ii) if any dispute arises as to any discrepancy between the deposit slip and the amount declared and credited by the Third Party into the ANZ FAO Customer Account, the amount declared by the Third Party shall be binding on the Customer;
  - (iii) the Third Party shall be entitled to refuse any cash for deposit for whatever reason; and
  - (iv) if the ANZ FAO Customer Account is credited before the cut-off time as agreed with the Third Party, the Bank shall credit the Customer's Account on the same Business Day. If the funds are credited after such cut-off time, the Bank shall only credit the Customer's Account on the next Business Day.
- (e) *Cheque Deposit.* In connection with any cheque deposited for crediting into the ANZ FAO Customer Account, the Customer agrees that:
- (i) the Third Party shall not be obliged to accept cash cheques, stale cheques or post-dated cheques for deposit into the ANZ FAO Customer Account and shall have absolute discretion to accept or refuse any cheques for deposit;
  - (ii) if any dispute arises as to any discrepancy between the cheques deposited and the amount declared and credited by the Third Party into the ANZ FAO Customer Account, the amount declared by the Third Party shall be binding on the Customer;
  - (iii) the Third Party shall act only as collecting agent and shall assume no liability for delays or cheques missing in transit;
  - (iv) in respect of a cheque sent to a drawee bank for collection, in the case of suspension of or closure of the drawee bank, the Customer shall not hold the Bank or Third Party liable for the value of the cheque deposited into the ANZ FAO Customer Account;
  - (v) the ANZ FAO Customer Account shall be credited only upon receipt of Cleared Funds and, upon receipt of Cleared Funds, the Bank shall credit the Customer's Account; and
  - (vi) where the name of the payee as printed on the cheque differs from the ANZ FAO Customer Account name, the Third Party may decline to accept the cheque in its absolute discretion. If the Third Party accepts such cheque or if the Bank is required to provide any indemnity to the Third Party for accepting such cheque, the Customer agrees to indemnify the Bank against any Loss which the Bank suffers in connection with the handling of such cheque.
- (f) *Cheque Printing.* In connection with cheque printing, the Customer agrees that:
- (i) the Third Party shall not be obligated to issue cash cheques, bearer cheques or cheques payable to a numbered account; and
  - (ii) the Third Party shall have discretion to refuse the disbursement of cheques at a specific Third Party branch location designated by the Customer.
- (g) *Cash Pick-Up/Withdrawal at the Third Party's counters.* In connection with any cash pick-up service, the Customer agrees that:
- (i) the Third Party shall have the discretion to refuse the cash pick-up if the Customer's Authorised Person (X) fails to provide valid identification, (Y) does not pick up the cash at the designated branch location, or (Z) fails to comply with any other term(s) in the Instruction; and
  - (ii) in the event the Authorised Person is unable to pick up the cash at the designated branch location, the Customer is required to submit a change in Instruction.
- (h) *Cheque Encashment.* Cheque encashment is the service where the Customer is able to encash a cashier's order or cashier's cheque that the Bank has issued in favour of the Customer at the counters of the Third Party. In connection with cheque encashment, the Customer agrees that:
- (i) it will provide the Bank with all the necessary information and/or documentation (as reasonably required by the Bank or Third Party) as regard the Authorised Person requiring the cheque encashment service;
  - (ii) the Instruction to the Bank shall specify the branch of the Third Party for the cheque encashment, the amount, the signing arrangement and specimen signature;
  - (iii) it will provide the Bank with at least one (1) Business Day notice prior to the cheque encashment; and
  - (iv) the Third Party shall have the discretion to refuse any cheque encashment if the Authorised Person fails to provide valid identification.

- (i) *Cheque Pick-Up*. In connection with any cheque pick-up service, the Customer agrees that:
- (i) the Third Party shall have the discretion to refuse the cheque pick-up if the Customer's Authorised Person (X) fails to provide valid identification, (Y) does not pick up the cheque at the designated branch location, or (Z) fails to comply with any other term(s) in the Instruction; and
  - (ii) in the event the Authorised Person is unable to pick up the cheque at the designated branch location, the Customer is required to submit a change in Instruction.
- (j) *Comprehensive Disbursement Solution*. A comprehensive disbursement solution is a service where the Customer will instruct the Third Party through the Bank to issue a cashier's cheque in favour of a payee. In connection with comprehensive disbursement solution, the Customer agrees that:
- (i) no cash cheques, bearer cheque or cheques payable to a numbered account shall be issued; and
  - (ii) the Third Party shall have the discretion to not hand over the cheque if the Customer's Authorised Person or the payee (X) fails to provide valid identification, (Y) does not pick up the cheque at the designated branch location, or (Z) fails to comply with any other term(s) in the Instruction.
- (k) *Payroll Service*
- (i) The following terms/definitions shall apply to Payroll Service:  
**Payroll Account** means the deposit account opened by a Payroll Employee of the Customer with a Third Party approved by the Bank.  
**Payroll Employee** means an employee of the Customer whose salary will be credited into the Payroll Account.
  - (ii) The Customer acknowledges that the "banker-customer" relationship is maintained directly between the respective Payroll Employee and the Third Party and that the Payroll Employee is subject to the usual terms and conditions applicable to the opening and maintenance of a Payroll Account with the Third Party.
- (l) *Service for making a payment to, receiving a payment from, or filing with BIR, BOC, SSS, Philhealth and/or Pag-IBIG*. In connection with any service for making a payment to, receiving a payment from, or filing with BIR, BOC, SSS, Philhealth and/or Pag-IBIG, the Customer agrees that:
- (i) the Customer shall provide all information and/or documentation required by the Bank or the Third Party in the prescribed format (if any) in order to be enrolled for the payment, receipt or filing service, and shall abide by any cut-off time stipulated by the Third Party;
  - (ii) where BIR, BOC, SSS, Philhealth and/or Pag-IBIG has stipulated any rules, guidelines and/or procedures that relates to the payment, receipt or filing service (including (where applicable) to register the relevant ANZ FAO Customer Account), the Customer shall be deemed to have read the relevant rules, guidelines and/or procedures and shall abide by such rules, guidelines and/or procedures when utilizing the relevant payment, receipt or filing service;
  - (iii) the ability of the Third Party to offer the payment, receipt or filing service is dependent on the existence of an agreement between the Third Party and each of BIR, BOC, SSS, Philhealth and Pag-IBIG and which specify the types of payments, receipts or filings that may be allowed by the relevant body, and such agreements may be amended or terminated at any time by the parties thereto without any need to notify the Bank or the Customer;
  - (iv) the Customer is solely responsible for ensuring that it settles all outstanding payments and files the required returns with BIR, BOC, SSS, Philhealth and/or Pag-IBIG within the period stipulated by the relevant body or as prescribed by applicable Law;
  - (v) the Third Party may request that a separate ANZ FAO Customer Account be opened solely for the purpose of facilitating a payment to, or receiving a payment from, BIR, BOC, SSS, Philhealth and/or Pag-IBIG;
  - (vi) the Third Party shall credit ANZ FAO Customer Account only upon receipt of Cleared Funds from BIR, BOC, SSS, Philhealth and/or Pag-IBIG;
  - (vii) the payment, receipt or filing service to BIR, BOC, SSS, Philhealth and/or Pag-IBIG is offered by the Third Party's proprietary system and such system interface with the relevant body's system for its payment, receipt or filing transactions and that, from time to time, there may be failure, disruption or interference of the payment, receipt or filing service and the Customer agrees (X) not to hold the Bank or the Third Party liable if the Customer is unable to access the relevant payment, receipt or filing service or any Loss suffered or incurred by the Customer as a result of the foregoing and (Y) to make the relevant payment or filing, or to make alternative arrangements for receiving a payment, through other available means; and
  - (viii) any discrepancy between the amount due and the payment amount shall be resolved by the Customer directly with BIR, BOC, SSS, Philhealth and/or Pag-IBIG.
- (m) *Payment or funds transfer service through a Channel provided by the Third Party*. This is a service where the Customer will be able to instruct the Bank and the Third Party to make payments, or to transfer funds, to certain payees through a Channel provided by the Third Party.

## 2.21 Access to the ANZ FAO Customer Account and the Services Through the Channel Provided by the Third Party

Where the Bank has agreed to provide the Customer with access to the ANZ FAO Customer Account and/or any of the Services set out in Clause 2.20 above through the Channel provided by the Third Party, the Customer:

- (a) acknowledges and agrees that the Third Party may determine what Services may be accessed through the Channel and the operating periods and cut-off times thereon;
- (b) shall provide the Bank with a list of Authorised Users who are authorised to access the ANZ FAO Customer Account via the Channel provided by the Third Party, and the Customer confirms that it has obtained the consent of each Authorised User to allow the Bank to forward that Authorised User's information to the Third Party;
- (c) acknowledges and agrees that the Bank has absolute discretion to approve or decline any Authorised User without providing any reason;
- (d) shall ensure that user identifications (User IDs) and passwords are kept confidential. The Customer shall assume full responsibility for all Instructions given using the User IDs and passwords;

- (e) acknowledges and agrees that the Bank shall not be held liable to the Customer for any claims, charges, damages, losses suffered by the Customer as a result of:
  - (i) any improper or incorrect use of the Channel by the Customer or any Authorised User;
  - (ii) any interruption, unavailability or breach of security in the Channel provided by Third Party;
  - (iii) any garnishment order being imposed on the Bank's account with the Third Party or any such order prohibiting withdrawals therefrom issued by any competent Authority or as required by Law; or
  - (iv) any ANZ FAO Customer Account(s) being closed or put on hold by the Third Party.

**2.22 Complaints.** The Customer can lodge its complaints through its designated Relationship Manager or through the Bank's Customer Assistance Office (CAO). The CAO can be reached during normal business hours via telephone at (63)(2) 8841 7741, through electronic mail at PH\_YourWay@anz.com, or via direct mail sent to 14th Floor Solaris One Building, 130 Dela Rosa St., Legazpi Village, 1229 Makati City. The Customer's complaint will be acknowledged by the Bank in writing within 48 hours of receipt. The Bank's formal response to the Customer's complaint will be transmitted via electronic mail or direct mail to the Customer within 7 to 25 days of receipt depending on the complexity of query.

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

Following receipt of a notice referred to above, the Bank may take such action as the Bank considers appropriate to seek to mitigate or remedy the relevant Security Alert, including suspending the relevant Account or Services until such time as the Security Alert has been resolved.

The foregoing shall apply to any transactions or communications (including any Instructions) in connection with an Account or Services.

### 3. PAYMENTS SERVICE SCHEDULE

- 3.1** Any Customer purchasing a cashier's, manager's or certified cheque from the Bank shall submit to the latter the following documents and information, each in form and substance acceptable to the Bank:
- (a) Documents showing the Customer's true and full name. If the Customer is purchasing the check on behalf of another person, it must also submit documents showing the true and full name of such person;
  - (b) The purpose for which the check is being purchased; and
  - (c) Any other document or information that the Bank may require for the purpose of complying with legal and regulatory requirements and its internal policies and procedures.

The Customer represents and warrants to the Bank that (i) all documents and information submitted by it as provided above are valid, true, correct and complete, and (ii) the check is being purchased and will be used for a legitimate purpose (including but not limited to trade settlement of corporate expenses, settlement with government agencies or utility service providers, supplier payments or payments to employees or agents). The Customer shall hold the Bank free and harmless from, and shall indemnify the Bank against, any claims, losses or liabilities whatsoever arising out of any breach by the Customer of the foregoing representations and warranties.

### 4. COLLECTIONS SERVICE SCHEDULE

- 4.1 Cash Collection Services.** In connection with any Cash Collection Services, the Customer hereby: authorizes the Bank to engage, at its discretion, one or more courier service providers to carry out the instructions from the Customer; and agrees that such courier service providers are its agents for whom the Bank has no responsibility whatsoever. A minimum amount of PHP500,000 per trip is required for Cash Collection Services.
- 4.2 Cheque Collection Services.** In connection with any Cheque Collection Services, the Customer hereby: authorizes the Bank to engage, at its discretion, one or more courier service providers to carry out the Instructions from the Customer; and agrees that such courier service providers are its agents for whom the Bank has no responsibility whatsoever.
- 4.3 Non applicability.** The following services are not offered in the Philippines: Purchase and/or Discounting Service; Instacredit Service; Direct Debit Management Service; Lockbox Service; Virtual Account; and Aggregator Service.

### 5. LIQUIDITY SERVICE SCHEDULE

- 5.1 Sweep Services.** Sweep Services may not be used by the Customer for profit remittance, dividend disbursements or inter-company loans.
- 5.2** Clause 3.3 shall be amended as follows:  
Subject to applicable Law, the Bank may immediately and without notice reverse any credit to a Sweep Account by way of debit (even if in doing so the Bank creates an overdraft in the Sweep Account), if the Bank reasonably believes that the credit was not permitted by Law or resulted in a cost or charge to the Bank that it is not able to pass on to the Participant.
- 5.3 Notional Pooling Services.** Notional Pooling Services are not offered in the Philippines.

### 6. APPLICATION PROGRAMMING INTERFACE (API)

- 6.1** For the purpose of the Agreement:
- (a) an "API" means an Application Programming Interface;
  - (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
  - (c) any reference to Host-to-Host in the Agreement shall include an API.
- 6.2** In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service.