

## TERMS AND CONDITIONS OF SME - BUSINESS LOAN

1. **Purpose.** The LOAN shall be used only for the purpose approved by the BANK as stated hereinabove.
2. **Change/s on the Interest Rate.** Notice of any change in the agreed rate of imposable interest shall be sent to the undersigned BORROWER/S' mailing address given below. Within five (5) days, the undersigned BORROWER/S must settle its obligation in full if it does not agree with the new rate. Non-settlement of the obligation would be deemed as full and freely given consent to the new rate, period or duration, if any.
3. **Payment Due Date.** In the event that the due date of the LOAN or any installment or interest thereon falls on a weekend or a holiday (whether legal holiday or special non-working holiday) at the principal place of business of the BANK, it is hereby understood that funding of the check shall be made by the BORROWER/S on the last working day prior to the due date. On the other hand, interest not paid when due shall be compounded monthly from due date. Demand, presentment for payment and notice of dishonor are waived. The BANK may accept partial or delayed payment and such acceptance shall not operate as a waiver of rights and remedies to which the BANK is entitled by virtue of the undersigned BORROWER/S' failure to fully pay this NOTE on due date.
4. **Extensions/Renewals of the Note.** No extension or renewal of this NOTE shall be valid and binding unless approved in writing by the authorized officer/s of the BANK and as agreed to by the undersigned BORROWER/S in accordance with the policies of the BANK. Should this NOTE be signed by more than one BORROWER/S, the BORROWER/S or any one of the co-maker/s may, with the consent of the holder thereof, renew or extend the original or subsequent maturity date/s hereof for a portion or for the whole amount of the principal without notice to the other/s, and in such case, the liability of the other co-maker/s to the BANK shall remain joint and several.  
  
Upon such extension, renewal, rescheduling, or restructuring, the Borrower/s agree to pay the applicable processing fees, additional interest, surcharges, taxes, and other costs and expenses in accordance with the BANK's prevailing policies and the Disclosure Statement issued for such purpose.
5. **Top Up.** During the existence of any outstanding LOAN under this NOTE, an increase in the loan amount, renewal or re-avilment thereof may be requested by the BORROWER/S and be allowed on terms approved by the authorized officer/s of the BANK. Any excess payment made on the increased or new LOAN shall be applied to its last amortization, without need of any further notice to the BORROWER/S. Any amount thereafter remaining may be claimed with the BANK, upon proof, within the same period as in closed accounts.
6. **Prepayment/Pretermination Fee.** The period of time given forms part of the consideration of this LOAN, and should the BORROWER/S pay prior to maturity date, the BORROWER/S shall pay all the accrued interest thereon and an early settlement fee of Five Hundred Pesos (PHP500.00) or five percent (5.0%) of the remaining balance, whichever is higher, as well as all surcharges, taxes and other costs and expenses incurred by the BANK in connection therewith.
7. **Closed Account.** Any LOAN paid in full, on or before maturity date, shall be considered a closed account. Any payment made thereafter shall be claimed by the BORROWER/S from the Bank as excess payment within a period of sixty (60) calendar days from the date the LOAN is considered a closed account. Otherwise, upon the expiration of such period, the LOAN account shall be deemed finally closed and settled.
8. **Release of the Proceeds of the Loan.** The LOAN is deemed perfected when the BANK either releases the proceeds thereof in the form of a Manager's Check to BORROWER/S or credits the proceeds of the LOAN to BORROWER/S' account with the BANK or when the BANK deposits the proceeds thereof to an account with another financial institution, as instructed by the BORROWER/S.

In requesting for the release of the LOAN proceeds through bank deposit, the BORROWER/S hereby expressly authorizes the BANK to deduct from the proceeds of the LOAN all bank charges, incidental cost and expenses to be incurred by the BANK in the implementation of BORROWER/S' instruction/s as well as to rely and act, without liability on the part of the BANK, upon all instructions received by the BANK relative to such mode of release of LOAN proceeds, including any and all changes to such instruction/s as may be

communicated by the BORROWER/S to the BANK, in writing or by electronic means. The BORROWER/S holds the BANK free and harmless from any and all claims and liabilities, damages and suits of whatever nature arising out of or in connection with the implementation of the BORROWER/S' instruction/s and shall furthermore indemnify the BANK for any and all damages, losses, liabilities, costs and expenses the BANK may incur by reason of the BORROWER/S' instruction/s.

Unless the BORROWER/S complies with all the requirements of the BANK to effect crediting of the proceeds of the LOAN to a specified account, the BANK shall release the proceeds of the LOAN to the BORROWER/S in the form of a Manager's Check. Following said release, the BORROWER/S shall not hold the BANK liable for any loss or misuse of the amount that may occur.

**9. Events of Default.** Upon the happening of any of the following events: (1) any interest or installment is not paid on due date; (2) any of the undersigned BORROWER/S dies or becomes insolvent (i.e., could no longer pay the undersigned BORROWER/S' obligations as they fall due) or any proceeding for dissolution, insolvency, suspension of payment, receivership, voting trust, foreclosure, attachment, garnishment, execution or similar act, is filed or commenced against any of the undersigned BORROWER/S; (3) in case of conviction for a criminal offense with final judgment carrying with it the penalty of civil interdiction affecting any of the undersigned BORROWER/S; (4) when the BORROWER/S is/are in default under any other contract or obligation now or in the future with the BANK or any of its subsidiaries; (5) there is breach of Sections 39 and 40 of the General Banking Law of 2000; (6) upon the occurrence of any act or event which in the BANK's opinion, results in the impairment of the financial capacity of the BORROWER/S; (7) any representation or warranty, covenant or undertaking embodied in this NOTE, Personal Loan Application Form or in other agreements and documents turns out to be untrue or ceases to be true in any material respect, or is violated or not complied with including the non-disclosure of all the outstanding borrowing relationship/s of the BORROWER/S with other financial institutions including banks, the BANK may at its option, accelerate maturity of this NOTE and the entire outstanding amount of this NOTE shall automatically become due and payable without demand or notice.

**10. Effects of Default.** If the BORROWER/S is/are in default, such default shall have the following effects, alternative, concurrent and cumulative with each other:

a) All outstanding LOAN obligations of the BORROWER/S with the BANK shall automatically become due and payable without need of any prior notice;

b) The undersigned BORROWER/S shall pay, in addition to the stipulated interest, a penalty of Php500.00 or three percent (3%) per month of the total outstanding principal and interest due and unpaid, whichever is higher;

c) The undersigned BORROWER/S shall also pay, as and for attorney's fees, a sum equivalent to twenty five percent (25%) of the total amount due under this NOTE but in no case less than TEN THOUSAND PESOS (P10,000.00), plus expenses and costs of collection, in case this NOTE is placed in the hands of an attorney/collection agency for collection;

d) The BANK shall be entitled to apply in payment of the outstanding obligations any and all moneys/properties of the BORROWER/S which, for any reason, are presently or may hereafter come into the possession of the BANK. For this purpose, I/we hereby authorize and empower the BANK, at any time and at its option, without notice, to set-off or apply to the payment of any amount due under this NOTE and/or any other obligation of all or any one of the undersigned, whether as principal or secondary obligor, to the BANK, irrespective of the date of maturity, whether or not the obligation is then due, any or all monies, securities and things of value which are now or which may hereafter be in the credit of or belonging to any or all of the undersigned BORROWER/S, and the BANK is hereby further authorized and empowered to sell at public or private sale such securities or things of value and to apply the proceeds thereof to such payment;

e) The BANK shall have the right to exercise, alternatively, concurrently and cumulatively, all other rights and remedies now or hereafter available to it under the applicable laws;

f) The BANK and its service providers are likewise authorized to record any and/or all telephone conversations, whether initiated by the BANK, its service providers or the BORROWER/S, including without limitation to instructions, complaints, inquiries and the BANK related notice/s. Accordingly, the BORROWER/S hereby waives any right under the Anti-Wiretapping Act (Republic Act No. 4200) or any amendments thereto. That in the event of delinquency or default, the BANK

may endorse the delinquent account to its accredited collection agency/agent, or from one accredited agency/agent to another subject to written notice of at least seven (7) days prior to the actual endorsement.

11. **Waivers.** In case of judicial execution of the BORROWER/S' obligation hereunder, the rights of the BORROWER/S under Rule 39, Section 12 of the Rules of Court are hereby waived.

The BORROWER/S hereby waives his/her right under Art. 1252 of the Civil Code of the Philippines (RA No. 386) to designate the application of his/her payments and hereby irrevocably authorize the BANK to apply any of the BORROWER/S' accounts that have been or may hereafter be granted any payment to be made by the BORROWER/S for and in his/her behalf, regardless of the BORROWER/S' instructions to the contrary and regardless of whether one account is more onerous than the others or one or all accounts are due or not.

The BORROWER/S likewise waives his/her right under Republic Act 1405 or the Law on Secrecy of Bank Deposits and allows the BANK to provide the BORROWER/S' employer with a consolidated billing statement upon request, which shall contain the BORROWER/S' loan account numbers, names, next due date, maturity dates, outstanding balances, remaining terms, installment amounts, past due amounts, penalties, interests, and total amount due.

The BORROWER/S hereby willingly, voluntarily, and with full knowledge of his/her/their right under the law, waives the right to confidentiality of information and authorize the BANK to disclose, divulge and reveal any such information relating to the account of the BORROWER/S, including events of default, for the purpose of, among others, client evaluation, credit reporting or verification and recovery of the obligation due and payable to the BANK under the terms and conditions of this agreement.

In view of the foregoing, the BANK may disclose, divulge and reveal the aforementioned information to third parties, including but not limited to the BORROWER/S' employer, the Bankers' Association of the Philippines – Credit Bureau (BAP – CB) or to any central monitoring entity or body established by the BAP to record and monitor the mishandled loans of its member banks, the BANK's affiliates, subsidiaries, agents, service providers, as well as any prospective assignee or transferee, rating agency, insurer, and any such person, entity or regulatory body that may be required by law or competent authority.

The BORROWER/S further authorizes the BANK as his/her/their Attorney-in-Fact, to conduct random verification with the Bureau of Internal Revenue (the "BIR") in order to establish the authenticity of his/her/their Income Tax Statements (the "ITR") and the accompanying financial statements/documents submitted to the BANK in accordance with banking regulatory requirements.

The BORROWER/S holds the BANK free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from the aforementioned disclosure or reporting.

12. **Change of Contact Information.** The BORROWER undertakes to immediately notify the BANK in writing of any change in residence or contact details. In the absence of such notice, any demand or legal process sent to the address indicated herein shall be deemed conclusively received by the BORROWER, regardless of actual receipt.

13. **No Implied Waivers.** No failure, omission or delay on the part of the BANK in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof, or the exercise of any other right or power hereunder. No modification or waiver of any provision of this NOTE and no consent to any departure by the BORROWER/S therefrom, shall in any event be effective unless the same be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the BORROWER/S in any case shall entitle it to any other or further notice or demand in similar or other circumstances. Acceptance by the BANK of payment on any installment, interest, penalty or any part thereof after due date or after legal proceedings have been commenced against the BORROWER/S shall not be considered as extending the time for payment of any installment, interest or penalty or modification or novation of any of the conditions hereof or in any way prejudice or adversely affect the BANK's cause of action against the BORROWER/S.

14. **Taxes, etc.** Any and all taxes, charges, or assessments of whatever kind or nature to which this NOTE, at anytime or in the future may be subject, shall be for the sole and exclusive account of the BORROWER/S.

15. **Assignments.** The BANK may assign, transfer and convey any or all of its rights and interest over this NOTE and the Collateral, if any, without the consent of the BORROWER/S.

16. **Bank Records as Evidence.** The books of the BANK shall be final and conclusive evidence concerning the amount due and owing to it from the BORROWER/S under this NOTE, in the absence of manifest error.

17. **Venue.** Any court action arising under or by virtue of this NOTE shall be instituted in the proper courts of Makati City, to the exclusion of all other courts. By its signature hereunder, the BORROWER/S irrevocably submits to such venue.

18. **Separability Clause.** If any provision of this NOTE is deemed to be invalid or unenforceable or is prohibited by the laws of the Philippines, this NOTE shall be considered divisible as to such provisions and such provision shall be inoperative and shall not be part of the consideration moving from either party to the other. The remaining provisions of this NOTE however, shall be valid and binding and of like effect as though such provisions were not included herein.

19. **Common Provisions.** This NOTE forms an integral part of the Personal Loan Application Form and the Disclosure Statements. In the event of any inconsistency between the Personal Loan Application Form, the terms and conditions of this NOTE and the Disclosure Statements, the terms and conditions set forth in this NOTE shall prevail.

20. **Cooperation.** The BORROWER/S undertakes to duly execute and deliver to the BANK such further documents, instruments and take such further actions as the BANK may from time to time request in order to effectively carry out the intent and purpose of this NOTE.

21. **Waiver and Quitclaim.** The BORROWER/S accordingly releases and frees the BANK against any losses or liabilities that may arise from any acts, fraudulent or otherwise, committed by his and/or Client's authorized representative in relation to the release and receipt of the LOAN proceeds or the corresponding Manager's Check.

22. **Complaint/Request Handling.** The BORROWER/S may at his/her option, lodge his/her complaint/request via phone through the Equicom 24/7 Customer Service Number at (632) 8241-5952 or email at [customerservice@equicomsavings.com.ph](mailto:customerservice@equicomsavings.com.ph), or through walk-in or personal visit in any of the BANK's branches. In receiving complaints, the BORROWER/S shall allow the BANK to secure and record relevant customer information, including but not limited to: (1) full name and contact details (2) nature and details of the complaint, and (3) resolution/actions expected to be taken by the BANK. The complaint/request shall be duly acknowledged by the BANK personnel directly handling or in-charge of the same. The BORROWER/S shall provide additional documents or information necessary to address his/her concerns as may be required by the BANK. The BANK shall update the BORROWER/S of the progress of the investigation/measures taken to resolve the complaint. The BANK shall provide the BORROWER/S with specific timelines in assessing, investigating and resolving the complaint depending on its nature and complexity. If assessment and investigation on complex complaints/requests cannot be concluded within the time frame given, the BANK shall inform the BORROWER/S of the reason thereof, the additional time needed and the date on which he may expect the result of the assessment and/or investigation. The BANK shall inform the BORROWER/S in writing of the outcome of the assessment, investigation and its final response to his complaint/request. The BANK shall not disclose to any third party any information obtained from the BORROWER/S in all stages of the complaint, except as may be required in the conduct of the investigation. No complaint/request shall be investigated by a Consumer Assistance Officer of the BANK who is directly or indirectly involved in the matter which is the subject of the complaint.

23. **Disclosure Statement.** In compliance with R.A. 3765, otherwise known as the "Truth in Lending Act," the undersigned BORROWER/S were made fully aware of the true and effective cost of borrowing through this disclosure stated herein below (flip side).