

UNITED COCONUT PLANTERS BANK
UCPB.BIZ
CM.BIZ
MEMORANDUM OF AGREEMENT

This Agreement is entered into on this ____ day of _____ 200__, at _____, by and between:

UNITED COCONUT PLANTERS BANK, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its _____, _____ (hereinafter referred to as the "**BANK**");

and

_____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its _____, _____ (hereinafter referred to as the "**CLIENT**").

WITNESSETH: That

WHEREAS, the **BANK** has an internet-based facility which allows clients to carry out certain banking transactions on-line (interchangeably referred to as "**CM.BIZ**" and "Facility");

WHEREAS, **CLIENT**, a depositor of the **BANK**, wishes to avail of the said **CM.BIZ** facility;

WHEREAS, the **BANK** has offered the **CLIENT** the **CM.BIZ** facility and the **CLIENT** has accepted the offer, subject to certain terms and conditions.

NOW, THEREFORE, for and in consideration of the foregoing premises, both parties have agreed as follows:

Section 1. Definition of Terms

1.1 User or Users

Refer/s to a person or persons authorized by the **CLIENT** to access and/or use the **CM.BIZ** on their behalf.

1.2 User ID

Refers to the identification used by a **User** when accessing **CM.BIZ**.

1.3 Password

Refers to a sequence of characters supplied by a **User** when accessing **CM.BIZ**. Together with a **User ID**, this is used by the **CM.BIZ** facility to authenticate the **User** requesting access to **CM.BIZ**.

1.4 Client

An existing depositor who maintains a Peso Current and/or Savings account or FCDU Savings account with the **BANK** or who availed of any financial service/product/offering being offered by the **BANK** and/or its affiliates.

1.5 Maintaining Branch

Refers to the **UCPB** branch where **CLIENT** is maintaining a current/savings account.

1.6 Account(s)

Refer(s) to any financial service/product/offering owned by **CLIENT** and maintained with the **BANK** or its affiliates.

1.7 Role

Refer to the designation of the **User's** responsibility, with respect to creating/approving/disapproving transactions, as assigned by the **CLIENT**. There are three (3) roles in the Facility:

- (a) *Maker* - a **User** who can only create transactions in the Facility
- (b) *Approver* - a **User** who only approves transactions (cannot create transactions) in the Facility
- (c) *Approver/Maker* – a **User** who can create and approve transactions in the Facility

Section 2. Enrollment to CM.BIZ

2.1 The **CLIENT** may enroll the following accounts maintained with UCPB and its affiliates to the **CM.BIZ** facility, to wit:

- (a) Bank Accounts
 - (i) Peso Savings and/or Peso Current Accounts
 - (ii) FCDU Savings Accounts
- (b) Other accounts as may be allowed by the **BANK**

2.2 The **CLIENT's** authorized **User(s)** shall personally obtain their **User ID(s)** by enrolling either through the **CM.BIZ** Facility's Internet-based enrollment page (Annex A) or by accomplishing the necessary form in any of the **BANK's** branches.

- (a) Enrollment through the Internet – Each authorized **User** shall print, sign, and submit the **CM.BIZ** Facility Profile Confirmation form (Annex B) to the **BANK**.
- (b) Enrollment through any **UCPB** branch – Each authorized **User** shall accomplish and sign the Electronic Banking Enrollment form available in **UCPB** branches.

2.3 The **CLIENT** shall accomplish and submit Annex C to the **BANK** to provide the **BANK** with a list of the **User ID/s** to be used by their authorized **User(s)** in the Facility and to indicate the **Accounts** that are enrolled under each **User ID(s)**.

2.4 The **CLIENT** shall accomplish and submit Annex D to the **BANK** to provide the **BANK** the **Role** designated for each **User ID** to be used by their authorized **User(s)** in the CM.BIZ facility.

2.5 It is hereby understood that availment of the Fund Transfer feature of the **CM.BIZ** facility requires a Board/Partnership resolution. Hence, both parties hereby agree that the **CLIENT's** current and existing Board/Partnership Resolution on file with the **BANK**, which indicates the combination of required signatories to execute banking transactions and the signing class group/type of each **CLIENT** employee shall be used to set approval limits and approval rules governing the transfer of funds in the **CM.BIZ** facility. Should the **CLIENT** desire to state different authorization rules for the **CM.BIZ** facility, the **CLIENT** shall issue a separate Board/Partnership Resolution to effect the different authorization rules.

2.6 The accounts enrolled by the **CLIENT** shall be subject to verification by the **BANK** before activation in the CM.BIZ facility.

2.7 As soon as the above-required documents are submitted to and accepted by the **BANK**, the **CLIENT** shall be contacted for verification purposes.

2.8 The **CLIENT** hereby agrees to supply complete, truthful and valid information during the enrollment process. The **CLIENT** further agrees to supply information as may be required by the **CM.BIZ** from time to time. The **BANK** shall use said information to verify and process the **CLIENT's** enrollment to the CM.BIZ facility.

2.9 The **CLIENT** hereby attests that the information supplied belongs to it or is owned by it including, but not limited to, accounts, personal/company information and valid email address.

Section 3. Managing access in CM.BIZ

3.1 Each **User** shall be able to access Accounts only with the use of the **User ID** and **Password**, known only to them, and which they have designated in the **CM.BIZ** facility.

- 3.2 The **CLIENT** may change any information pertaining to the **Users'** access or any information required by the CM.BIZ facility. Said changes shall be accordingly logged in said facility. The **CLIENT** agrees that the **BANK** may elect to send out notifications pertaining to these changes to the **CLIENT**, through its senior officers, as part of the **BANK'S** requirements and for the purpose of enhancing the security features of the CM.BIZ facility.

Section 4. Functions available in the CM.BIZ facility

- 4.1 ACCOUNT BALANCE INQUIRY - The **CM.BIZ** facility shall allow the **CLIENT** to inquire as of the date and time of inquiry, the "current", "available" and "for clearing balances" for each enrolled Peso savings/current account(s) and FCDU savings account(s), as well as outstanding balances or such other information that the **CM.BIZ** facility may provide regarding other enrolled accounts.
- 4.2 ACCOUNT TRANSACTION INQUIRY
- (a) The **CLIENT** may inquire into, and view on-line, transactions involving enrolled account(s).
- (b) The **CLIENT** may request for a copy of its transactions and/or statements of account(s) and receive the same via Email or Fax subject to the provisions in Section 6 hereof.
- 4.3 FUND TRANSFER
- (a) The **CLIENT** may transfer funds immediately or on a specified future date. Current-dated fund transfers shall be subject to the availability of cleared balance of the enrolled account on that date. Scheduled or Future-Dated fund transfers shall be subject to the availability of cleared balance of the enrolled account at the specified future date on which the transfer is to be actually made.
- (b) The **CLIENT** may cancel its scheduled or future-dated fund transfer request(s) only by using the CM.BIZ's Fund Transfer facility.
- (c) The **CLIENT** may transfer funds from its enrolled Peso savings/current account(s) to another Peso savings/current account(s) maintained in the same branch or with another branch. The **CLIENT** may also transfer funds from its enrolled FCDU savings account(s) to another FCDU savings account of the same currency maintained in the same branch.
- (d) In case of an erroneous fund transfer, the **CLIENT** shall report the error, either through email, fax, or telephone call, to the maintaining branch or to the UCPB Customer Relations Center within twenty four (24) hours or on the next banking day after the erroneous fund transfer was made. The **BANK** shall apprise the **CLIENT** of the **BANK'S** prescribed procedure relative to this matter.
- 4.4 INTER-BANK FUND TRANSFER
- (a) The **CLIENT** may transfer funds from its enrolled Peso savings/current account(s) to its own or anyone else's account in another bank, subject to service fees and charges published on the **BANK'S** website.
- (b) If the inter-bank fund transfer instruction (Payment Order) was received by the **BANK** before the **BANK'S** specified daily cut-off time, the transfer of funds shall take effect on the next banking day. Otherwise, the transfer of funds will take effect on the 2nd banking day from the time the fund transfer instruction was received by the **BANK**.
- (c) In case an erroneous inter-bank fund transfer is made by the **CLIENT**, the **BANK** shall, on best effort, assist the **CLIENT** in rectifying the error by allowing the **CLIENT** to fill up and submit an Amendment/Reclamation form available under the Inter-bank Fund Transfer menu on the website; provided, however, that the erroneous fund transfer is not over two (2) days' old. This assistance of the **BANK** should not be construed as a guarantee by the **BANK** that a return of funds or an amendment of an incorrect account number will be carried out as this will largely depend on factors outside of the **BANK'S** control, such as, but not limited to, the availability and willingness of the other bank's holder of the account to authorize a debit of his/her

account for credit back to the requesting **BANK'S** client or the sufficiency of the funds of the other bank's account.

4.5 APPROVAL OF PENDING TRANSACTIONS

- (a) The **CLIENT** may approve or disapprove transactions on-line. Only transactions initiated by using the **CM.BIZ** facility can be approved or disapproved.
- (b) The **CLIENT** may elect to receive written notifications of fully approved transactions as posted in the **CM.BIZ** facility.

4.6 ADDITIONS/DELETIONS OF ACCOUNTS

- (a) Once enrolled in the **CM.BIZ** facility, the **CLIENT** may enroll additional accounts it maintains with UCPB or its affiliates subject to the **BANK'S** verification and activation requirements.
- (b) The **CLIENT** may delete an enrolled account via the **CM.BIZ** facility or by issuing a written request to its maintaining branch or to the UCPB Customer Relations Center for the dis-enrollment of account(s). The **BANK** shall dis-enroll the account(s) within three (3) banking days after receipt of the **CLIENT'S** request.
- (c) Enrolled accounts may be deleted from the **CM.BIZ** facility to prevent it from being used in the system. However, future-dated transactions or pending transactions for approval involving an account(s) to be deleted shall still push through in the **CM.BIZ** facility if these transactions were already carried out before the account(s) was/were deleted in the facility. Should the **CLIENT** desire to discontinue these transactions, the **CLIENT** hereby agrees to undo these future-dated transactions or disapprove the pending transactions manually in the system.
- (d) The **CLIENT** may add back to the **CM.BIZ** facility the accounts it has deleted subject to the **BANK'S** verification and activation requirements.

- 4.7 OTHER CM.BIZ SERVICES – The **CLIENT** may also use the **CM.BIZ** facility to avail of other banking transactions such as Account Summary and such other services available or to be made available by the **BANK** in the future.

Section 5. Security

- 5.1 The **CLIENT** hereby acknowledges and agrees that it and the persons it has granted access to certain functions in the Facility are the only ones who know their respective **User ID(s)** and **Password(s)**. The **CLIENT** likewise acknowledges and agrees that it and the persons it has granted access to certain functions in the Facility are the only ones who have the sole option to change their respective **Password(s)** by using the **CM.BIZ** facility anytime they may deem it necessary.
- 5.2 The **CLIENT** and the persons it has granted access to the Facility hereby guarantee that they shall keep their respective **User ID(s)** and **Passwords** confidential and that the use of the **User ID(s)** and **Password(s)** in any and all transactions involving their enrolled account(s) shall be deemed by the **BANK** as having been fully authorized by them. The **CLIENT** agrees that the unauthorized use of the **User ID(s)** and **Password(s)** involving their enrolled account(s) by any person shall be the **CLIENT'S** sole responsibility and liability.
- 5.3 The **CLIENT'S** authorized **User(s)** agree(s) to undertake to change their **Password** from time to time as they deem necessary or in the event that they feel that their **Password** has been compromised.
- 5.4 All transactions made by the **CLIENT** or its authorized **User(s)** through the Facility are automatically logged in the Facility for the purpose of enhancing the security features of this Facility.

Section 6. Notification Services – Email/Facsimile/SMS

- 6.1 The **CLIENT** may elect to be notified via Email, Facsimile and/or SMS of transactions made through the Facility or for announcements regarding **UCPB** or this Facility. Options to

obtain notifications are available throughout the **CM.BIZ** facility and shall be setup by the **CLIENT**.

- 6.2 Notifications confirming on-line transactions are dependent on several factors including, but not limited to, existence of equipment, communications, and subscriptions. Hence, the **CLIENT** agrees to login to the **CM.BIZ** facility to check the status of its transactions.
- 6.3 The **CM.BIZ** facility shall automatically send notifications to the email address, fax number and/or SMS number provided. Hence, the **CLIENT** or its authorized **User(s)** agree to ensure the correctness of the information being entered with regard to their designated address and telephone/fax/SMS numbers.
- 6.4 The **CLIENT** hereby agrees that it shall be responsible in keeping the confidentiality of the information contained in the notifications sent to its designated addresses/numbers. The **BANK** shall not be responsible should third parties obtain information contained in said notifications by virtue of the **CLIENT's** own act or omission.
- 6.5 Should the **CLIENT** or its authorized **User(s)** elect to receive notifications, the **CLIENT** agrees to purchase and arrange for the necessary equipment, subscriptions and other paraphernalia necessary to receive Email, Facsimile and/or SMS notifications. The **CLIENT's** ability to receive notifications depends on these factors and the **BANK** does not endorse nor guarantee any third-party service or product for these purposes.

Section 7. Dis-enrolling from the Facility

- 7.1 The **CLIENT** shall send a written notice to the **BANK** with instructions to discontinue its or its authorized **User's** use of the **CM.BIZ** facility. Upon receipt of this notice, the **BANK** shall dis-enroll the **User ID(s)** used in the Facility and the **CLIENT** may no longer be able to access its account(s) via the Facility.
- 7.2 All transactions including future-dated transactions and pending transactions requiring approval/disapproval created by a dis-enrolled **User ID** shall no longer be executed by the **CM.BIZ** facility.

Section 8. Representation and Warranties

The **CLIENT** represents and warrants that:

- (a) It has taken all necessary corporate actions to make this Agreement valid and enforceable; and
- (b) All approvals and authorizations required to permit the execution, delivery, or performance of the provisions of this Agreement, such as signing classes and limits of authorities, have been obtained and are in full force and in effect.

Section 9. GENERAL PROVISIONS

- 9.1 Use of the **CM.BIZ** shall take effect once the **CLIENT** receives from the **BANK** a confirmation of the activation of its enrolled account(s). As such, the **CLIENT** agrees to supply complete, truthful and valid information as required by the **CM.BIZ** facility.
- 9.2 The **CLIENT** may access the **CM.BIZ** facility by enrolling their account(s) through the use of the Internet (access via personal computer). Charges related to connecting to the Internet, including but not limited to, subscriptions, memberships, equipment, networking, and communications, are for the account of the **CLIENT**.
- 9.3 The **CLIENT** may elect to receive Email, Facsimile and/or SMS notifications for its transactions. Charges related to receiving these notifications including, but not limited to, subscriptions, memberships, equipment, networking, and communications, are for the account of the **CLIENT**.
- 9.4 The **BANK** reserve the right to cancel the **CLIENT's** access privilege to the **CM.BIZ** facility if, in the **BANK's** opinion, the **CLIENT's** enrolled account is being handled improperly.
- 9.5 The **CLIENT** shall indemnify and hold the **BANK** and/or any of its officers or representatives free and harmless from any delay, loss, liability, demand or claim of whatever nature due to or arising out of or in connection with or resulting from the use of the **CM.BIZ** facility, including but not limited to computer error, computer off-line or

telephone and/or mobile phone line interruption, or any other cause not reasonably within the **BANK's** control. The **CLIENT** waives all rights of action against the **BANK** in connection with the above.

- 9.6 Any and all transactions concerning the **CLIENT's** enrolled deposit account(s) carried out by virtue of the CM.BIZ facility shall be binding and conclusive upon the **CLIENT**.
- 9.7 The **BANK** may amend any time any of these terms and conditions as it may deem necessary for the best interest of both parties; provided, however, that such amendments shall not be contrary to banking laws and to the rules and regulations of the Bangko Sentral ng Pilipinas (BSP). The **CLIENT** agrees to be bound by such amendments.
- 9.8 The **BANK** may terminate this Agreement at any time for whatever reason without need of prior notice to the **CLIENT**.
- 9.9 The **CLIENT** agrees to be bound by the terms and conditions of the **BANK** applicable to either savings or current account, ATM and Telebanking facilities, which are made part and parcel of this Agreement by way of reference, in so far as they are not inconsistent herewith.
- 9.10 The **BANK's** failure to demand strict compliance with any of the terms and conditions herein stipulated shall not be construed as a waiver thereof. The **CLIENT** agrees that any waiver shall be made in writing and signed by both parties.
- 9.11 The parties agree that all suits arising out of this Agreement shall be exclusively lodged in the proper courts of Makati City.
- 9.12 The **CLIENT** acknowledges that it has clearly understood the procedures and terms and conditions of this **CM.BIZ** facility and that it is aware of the corresponding risks it is exposed to and which is entailed in availing of the **BANK's CM.BIZ** Facility as well as the other related electronic banking facilities of UCPB.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date and place first above written.

CLIENT

UNITED COCONUT PLANTERS BANK

By: _____

By: _____

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

Before me, a Notary Public, for and in the City of Makati, Metro Manila, personally appeared the following:

| NAME | COMMUNITY TAX CERT. NO. | DATE/PLACED ISSUED |
|------|-------------------------|--------------------|
|------|-------------------------|--------------------|

all known to me and to me known to be the same persons who executed the foregoing instrument properly subscribed by the parties and their instrumental witnesses and they acknowledged to me that the same is their free, voluntary act and deed, and the free, voluntary act and deed of the Corporation and Principal they respectively represent.

WITNESS MY HAND AND SEAL on this ___ day of _____, 20___, in the City of Makati, Metro Manila.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

Annex A: Online Enrollment Form (www.ucpb.biz)



PERSONAL INFORMATION

Online Customer Information Form
Please enter your preferred User ID and Password for Internet Banking Facility
Fields marked with an asterisk(*) are required.

Security Profile:

UCPB User ID: * (6-20 Alphanumeric characters)
Password: * (4-16 Alphanumeric characters)
Confirm Password: *
Security Question: *
Answer: *
Confirm Answer: *
Birthday: Jan 01 2000 *
Mother's Maiden Name: *

Personal Account Information:

First Name: *
Middle Initial: *
Last Name: *
Nickname: *
Gender: Male *
Civil Status: Single *
Tax Identification Number:
Social Security Number/GSIS Number:

Contact Information:

Current E-mail Address: *
Country Code: Area Code: Telephone: * (No spaces and dashes allowed)
Telephone Number: 063 002 * (e.g. 9179999999)
Mobile Phone Number: (e.g. 9179999999)

Home Address:

House or Bldg. No./Street: *
Town/City: *
Province/State: *
Country: *
ZIP Code:

Employment/Business Information:

Occupation: Executive/managerial *
Industry: Banking/finance/real estate *

Business Address:

Bldg. No./Street:
Town/City:
Province/State:
Country:
ZIP Code:

I would like to receive correspondences (mail) through my:

Home Address
 Business Address
 Other Mailing Address

Tell us more about you. We'll use this to find information that will be of interest to you.

My Interests: Entertainment

Add Non TeleBanking Accounts: (Please do not include dashes [-] or spaces)

Please enter your account: Account Type: Add Account
-----Accounts to Enroll-----
 Remove

Annex B: CM.BIZ Facility Profile Confirmation Form

CM.BIZ Facility Profile Confirmation

Successful Registration.

Please print, sign and fax this form to: UCPB-Customer Relations Center at 811-9119. Or, you can submit it directly to any UCPB branch. Your account(s) will be activated within the next few banking days.

For any inquiries please visit or call any UCPB branch. You can also call our Customer Relations Center at our toll free number 1-800-1888-9777 or at (02) 8119111 or send us an email at crc@ucpb.com

Thank you for banking with us.

Online Customer Information Form

Personal Account Information

Name: podiev1 p podiev1

Nickname: podiev1

Mother's Maiden Name: podiev1

Gender: Male

Birthday: January 01, 2000

Civil Status: Single

Tax Identification Number: podiev1

Social Security Number/GSIS Number: podiev1

Contact Information

Current E-mail Address: podiev1@podiev1.podiev1

Telephone Number: 063 002 1111111111111111

Mobile Phone Number: 1111111111111111

Home Address

podiev1 podiev1 podiev1

podiev1 podi

Employment/Business Information

Occupation: Executive/managerial

Industry: Banking/finance/real estate

Business Address

podiev1 podiev1 podiev1 podiev1 podi

I would like to receive correspondences (mail) through my:

Home Address

Tell us more about you. We'll use this to find information that will be of interest to you. My Interests: Entertainment

For Approval

Non-TeleBanking Accounts

Account Type:

00000000010268443 0005

Terms and Conditions : The above account information shall only be limited to the CM.BIZ facility. Any changes or amendments you will make will not in any way change your records in the main records with the bank. Should you wish to have your original documents with the bank changed, please advise us via e-mail at crc@ucpb.com.

Printed name over signature

Date

PRINT

LOG ON

Annex D: Roles of Each Authorized User ID

| USER ID | CM.biz ROLE (Maker, Approver, Approver/Maker) |
|----------------|--|
| | |
| | |
| | |
| | |