UNITED COCONUT PLANTERS BANK
POST-DATED CHECK WAREHOUSE with PDC.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 a system which allows the safekeeping of post-dated checks until the arrival of the checks' credit date. Upon arrival of said check credit date, the post-dated checks will be credited to an account number specified by the CLIENT.

WHEREAS, CLIENT, a depositor of BANK, would like to avail of the said facility, subject to the terms and conditions set forth hereunder.

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

I. Definition of Terms

1. Account Number to be Credited

The account number where the post-dated checks (PDC) will be credited upon the arrival of the check's credit date.

2. Check Amount

The amount on the face of the PDC.

3. Check Credit Date

The date set by the CLIENT when the PDC shall be posted/credited to his/her/its account. Credit date must not be later than six (6) months from the date indicated on the face of the check and shall not be earlier than the check date.

4. Check Date

The date on the face of the PDC.

5. Check Number

The check number on the face of the PDC.

6. Check Type

Classification of checks to either: in-house, local, or regional.

7. **Client**

An existing depositor who maintains a Current and/or Savings account with the BANK.

8. **Date Received**

The date when the check was accepted by the branch for warehousing/safekeeping.

9. **Drawee Bank**

The bank where the PDC is drawn.

10. **Drawee Branch**

The branch where the check is drawn.

11. **Depositor**

A client of the bank/branch whether corporate or individual who maintains any or all of the following Peso Accounts: CA, SA and PERKS.

12. **Frequency**

The number of times the CLIENT is allowed to submit the PDC warehousing requirements in a given month.

13. **Maintaining Branch**

The UCPB branch where CLIENT is maintaining a current/savings account.

14. **Out-of-Town Checks**

Checks drawn against banks not covered by any local or BSP Regional Clearing centers.

15. **Post Dated Checks (PDCs)**

Future dated check/s submitted to the bank for warehousing/safekeeping, which shall be credited to the CLIENT'S enrolled account/s upon said check's maturity.

16. **Post-Dated Check Warehouse Facility**

A service/facility that uses UCPB's Post-dated Check Warehouse system. Said system allows the CLIENT to entrust to the BANK for safekeeping/warehousing his/its post-dated checks until the arrival of the checks' credit date. Upon the arrival of said credit date, the post-dated checks will be credited to the account number specified by the CLIENT.

17. **Pull-Out**

The retrieval of the submitted PDCs from the BANK's inventory.

18. **Record Count**

The total number of checks in the batch.

19. **Region**

The clearing region of the check (for regional checks only) which shall be defined and identified by the system (codes are system provided).

20. Resetting

The change of credit date from the original credit date indicated in the PDC File and PDC Deposit Slip. This may be an instruction to defer posting to account of the PDCs without actually retrieving the PDCs.

21. Schedule

The agreed time and day as to when the PDC warehousing requirements shall be submitted. Such includes the exact day and time allotted for each enrolled account of the CLIENT.

22. System Date

The date of log-in to the UCPB Check Warehouse System by a User ID.

23. UCPB PDC Warehouse Client Module

The software installed in the CLIENT'S personal computer system which allows CLIENT to encode/download in a diskette the PDC file/information and the PDC Prooflist.

24. UCPB PDC Warehouse Branch Module

The software installed in the Maintaining Branch's personal computer which allows the branch to upload the diskette containing the PDC file/information submitted by CLIENT.

25. UCPB PDC.biz

This is one of the modules that comprise UCPB's corporate internet offerings. This is the online complement to the UCPB PDC Warehouse Facility. With the online module, corporate and individual clients who availed of the PDC Warehouse Facility; provided, that they are enrolled in PDC.biz, can perform the following through the Internet:

- View and monitor the online status of PDCs that have been warehoused at UCPB
- View PDCs warehoused at different UCPB branches
- Download PDC information to a text file for further data analysis or check reconciliation

26. UCPB PDC.biz Client Module (Web-based)

The online application that allows the CLIENT to view and monitor status of the PDCs that have been warehoused at the BANK. It also allows the CLIENT to download PDC information from the Internet to a file that can be read by most spreadsheet programs.

27. UCPB PDC.biz User (or User only)

This shall refer to the CLIENT or his duly authorized personnel enrolled in PDC.biz assigned with the PDC.biz User ID.
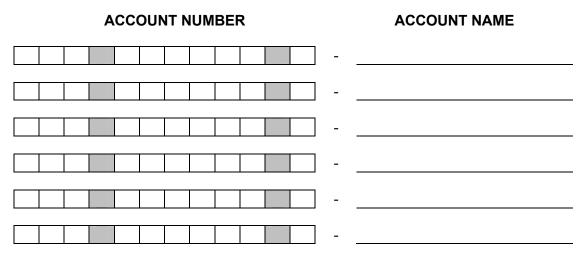
28. UCPB PDC Download Prooflist

The complete list of the PDC details per batch. This document, which is generated from the UCPB PDC Warehouse Client Module, shall be submitted to the CLIENT's maintaining branch together with the diskette and physical checks.
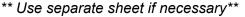
29. Warehousing

The bank/branch function of accommodating its CLIENT'S post dated checks for safekeeping and crediting the same to CLIENT'S enrolled accounts on said checks' credit dates.

II. General Provisions

1. In order to avail of the BANK PDC Warehouse facility, the CLIENT shall maintain a Current and/or Savings account with BANK.

2. It is understood and agreed that, unless otherwise changed and agreed upon in writing by both parties, the Maintaining Branch is at _____.

3. It is understood and agreed that the CLIENT may avail of the PDC Warehouse services ONLY from its Maintaining Branch. Interbranch transactions are not allowed.

4. The CLIENT shall accomplish and submit to the BANK two (2) copies of the PDC Warehouse Application Form (Form 1) as proof of availment of the facility.

5. The CLIENT shall assign a specific CA/SA account to which the PDCs shall be credited on the check credit date. The BANK shall enroll the following accounts in the BANK's PDC Warehouse Facility: **(Said accounts must be duly owned by the CLIENT)**

ACCOUNT NUMBER	**ACCOUNT NAME**
☐☐☐☐▨☐☐☐☐☐☐☐▨☐ -	_____
☐☐☐☐▨☐☐☐☐☐☐☐▨☐ -	_____
☐☐☐☐▨☐☐☐☐☐☐☐▨☐ -	_____
☐☐☐☐▨☐☐☐☐☐☐☐▨☐ -	_____
☐☐☐☐▨☐☐☐☐☐☐☐▨☐ -	_____
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*** Use separate sheet if necessary***

III. Enrollment in UCPB PDC.biz

1. In order to access PDC Warehouse information online via UCPB PDC.biz, the CLIENT shall accomplish the UCPB PDC.biz Application Form (see attached Form 2) indicating therein the authorized CLIENT personnel that shall be granted access to UCPB PDC.biz. The CLIENT agrees to supply complete, truthful and valid information about said authorized personnel. The BANK shall use this information to process the enrollment of these personnel to UCPB PDC.biz. The CLIENT attests that the information they supply to the BANK belongs to the CLIENT including, but not limited to, accounts, personal/company information, valid email address, and agree to supply additional information as required by the BANK.

2. The authorized client personnel listed below will be enrolled by the BANK in UCPB PDC.biz:

Name of Authorized PDC.biz User	Email Address	Tel/Contact No:
_____	_____	_____
_____	_____	_____
_____	_____	_____

*** Use separate sheet if necessary***

3. After enrolling the above personnel in UCPB PDC.biz, the BANK shall send a confirmation email to each of the email addresses specified above informing the user that access to UCPB PDC.biz has been completed. However, the corresponding authorized PDC.biz User should reply back to the email to confirm that the email address is valid and that it actually belongs to the authorized PDC.biz user.

4. Upon receipt of the reply email from the authorized PDC.biz user, the BANK shall then send the access information via email to the authorized PDC.biz user that contains the following information:

   • Uniform Resource Locator (URL) for UCPB PDC.biz (web-site address)
   • PDC.biz User ID created for the user
   • Temporary password assigned to the User ID
   • Instructions to the client for using UCPB PDC.biz

5. If the CLIENT prefers not to receive the above information via email, the CLIENT shall select the other mode of delivery in the UCPB PDC.biz Application Form.

6. The CLIENT agrees to hold the BANK free and harmless from any and all liability, loss, claims and damages arising from or in connection with the use of the UCPB PDC.biz, including, but not limited to, the loss of confidentiality of UCPB PDC.biz access information should the CLIENT select a mode of delivery other than "for pick-up at the maintaining branch".

7. In case of changes in the above list of authorized UCPB PDC.biz users (e.g. resignation of enrolled personnel, addition of new authorized PDC.biz user, etc.), the CLIENT shall notify the BANK in writing of these changes. The BANK shall then effect the changes in UCPB PDC.biz within two (2) banking days from the date of receipt of the written notification.

IV. Encoding of PDC File/Information

1. The BANK shall install the UCPB PDC Warehouse Client Module in the CLIENT's personal computer to enable the CLIENT to encode/download details of the PDCs in a file/diskette. The diskette, together with the physical PDCs, shall be submitted to the BANK.

2. In the alternative, and at the option of the CLIENT, the CLIENT may request for a diskette with a Text File bearing the required file format which shall be used by the CLIENT to encode/download the details of the PDCs.

3. The following information shall be encode/download in the UCPB PDC Warehouse Client Module or the diskette with a Text File bearing the required file format, as the case may be, to wit:

   a. Account number to be credited
   b. Check Number
   c. Drawee Bank
   d. Check Type
   e. Drawee Branch
   f. Region
   g. Check Date

h. Check Credit Date
i. Total Amount
j. Record Count

V. Items for Warehousing

1. The BANK shall accept the following checks, which shall be payable only to the CLIENT, for safekeeping/warehousing, to wit:

   a. In-house Checks
   b. Local Clearing Checks
   c. Regional Clearing Checks

2. The BANK shall not accept for safekeeping/warehousing the following checks:

   a. Out-of-Town (OTCs) checks
   b. Second endorsed checks

VI. Warehousing Procedures

1. The CLIENT shall submit PDCs to UCPB at least five (5) days prior to credit date.

2. CLIENT shall send the BANK, every _____, and _____ day of each month (indicate schedule and frequency of submission of checks) the following:

   a. **Client supplied diskette containing downloaded PDC information/PDC File.**
   This requires one (1) diskette per batch of PDCs. CLIENT is allowed a minimum of 50 and a maximum of 100 post dated checks per batch submitted.

   b. **Printed copy of PDC Download Prooflist with data arranged according to check credit date/s (in 2 copies).**
   1 – Copy for BANK Branch
   2 – Receiving copy for CLIENT

   c. **BANK Deposit Slip**
   Only the following data are required to be indicated, to wit:
   1. TOTAL AMOUNT
   2. RECORD COUNT
   3. ACCOUNT NUMBER where PDCs will be deposited on its credit date
   4. ACCOUNT NAME

   Note: Each deposit slip must bear PDCs with the same check credit date, check type, and account number to which said items will be deposited on its credit dates.

   d. **Physical checks (PDCs)**
   Arranged according to check date and account number.

3. There shall only be one (1) diskette or file per batch of PDCs submitted to the BANK.

4. The CLIENT shall ensure that the account number where the PDCs shall be deposited is written on the reverse-side of each PDC submitted to the BANK. The CLIENT shall likewise sign below the written account number. The CLIENT hereby agrees that the written account number as well as his signature or the signature of its authorized representative shall serve as an endorsement of the PDCs.

5. Should there be a discrepancy between the information stated in the deposit slip(s) and the information/details appearing on the actual checks, the BANK shall immediately notify the CLIENT of such fact within twenty four (24) hours from its discovery of the discrepancy. Upon receipt of said notice, the CLIENT shall pick-up all the PDCs in the batch submitted to the BANK.

   Discrepancy is manifested when the information on the CLIENT submitted PDC Prooflist does not match with the information on the physical checks.

6. The CLIENT's personnel who are authorized to coordinate with BANK regarding the PDCs to be picked-up are as follows:

   Name   Designation   Contact Numbers

   _____   _____   _____

   _____   _____   _____

   _____   _____   _____

   _____   _____   _____

   _____   _____   _____

7. The check date of the PDCs to be accepted for safekeeping by BANK shall not be later than thirty six (36) months from the date the checks were submitted for safekeeping.

8. After ascertaining that all required items are in order, the BANK shall stamp the deposit slip with "**Received PDC WHSE**."

9. Upon arrival of the check credit date, the BANK shall deposit and credit to the account number specified by the CLIENT the amount of the PDCs being safekept/warehoused by BANK, subject to item nos. IV (3), V (1) and (2).

10. In the event that a check is returned/dishonored, the BANK's standard procedures and guidelines in handling returned/dishonored check shall apply.

11. Should the check credit date fall on a national or local holiday, the check credit date shall automatically be adjusted to the next banking day.

VII. Returned/Dishonored Checks

1. The BANK shall inform the CLIENT on the same day upon receipt of the returned/dishonored checks.

2. The CLIENT hereby authorizes the BANK to debit the amount of the returned/dishonored checks and the charges thereon, if any, from the CLIENT'S enrolled account(s) regardless of the reason for the return.

3. A Check Return Advice (CRA) shall be prepared by the BANK to be given to the INSTITUTION together with the attached returned check.

4. The CLIENT understands and agrees that returned check/s for reason "Post Dated" (in such cases when the bank erroneously or inadvertently deposited the PDC before its credit date) shall be included by the maintaining branch in the other batch of PDCs received for warehousing and re-deposited on its maturity date.

5. All other checks returned for reason other than "Post Dated" (such as DAIF, DAUD, etc.) which are eligible for re-deposit shall be re-deposited as over-the-

counter check deposit/s only upon written instruction of the institution.

VIII. Pull-Out or Resetting

1. In cases of PULL-OUT or RESETTING OF CREDIT DATE of PDCs already submitted for safekeeping/warehousing, the CLIENT shall submit to the BANK a written instruction for the PULL-OUT or RESETTING by accomplishing the UCPB PDC PULL-OUT/RESETTING SLIP (Form 3) which shall be signed by the CLIENT or his/its authorized representative(s). The BANK shall not accept over-the-phone instructions.

2. All instructions for PDC PULL-OUT must be received by BANK not later than (2) banking days before the check credit date of the PDC, while all instructions for PDC RESETTING must be received by BANK at least one (1) day before the check credit date.

    In both instances, instructions shall be subject to the verification and approval of BANK's authorized representative(s).

IX. Reportorial Requirements

1. The CLIENT shall receive the following PDC related reports generated by its Maintaining Branch:

    a. PDC Accepted for Today
    b. PDC Due for Today
    c. PDC Processed/Posted Today
    d. PDC Pulled-Out Today
    e. PDC Reset Today
    f. PDC Report Masterlist – as needed
    g. Summary of Fees and Charges for PDCs Received by the Branch

2. The following reports shall be available upon the request of the CLIENT:

    a. Check History
    b. Outstanding PDC

X. Viewing PDC Details Online

1. The CLIENT can log on to the UCPB PDC.biz Client Module (Web-based) to view the online status of the PDCs that have been accepted for safekeeping/warehousing by the BANK.

2. Through UCPB PDC.biz, the CLIENT can view the following information about the PDCs that have been processed by the Maintaining Branch during a specified period; to wit:

    a. Accepted PDCs
    b. Maturing PDCs
    c. Outstanding PDCs
    d. Posted PDCs
    e. Pulled-Out PDCs
    f. Reset PDCs

3. The information displayed online in UCPB PDC.biz is updated only by the BANK at the end of every banking day. As such, there might be some delay of at most one (1) day in the actual status of the PDCs that have been processed by the BANK versus the PDC information viewed online. The CLIENT shall always refer to the Date/Time the system was last updated as a guide when viewing PDC information online.

4. Aside from viewing PDC information online, the CLIENT can also download PDC information into a file that can be accessed by most popular spreadsheet applications for further data analysis or for importation to the CLIENT's own accounting system.

5. To access the services available in UCPB PDC.biz, the authorized CLIENT personnel named in Section III above shall be provided via email with a valid UCPB PDC.biz User ID and temporary password to log on to the system. Upon initial log on to UCPB PDC.biz, the system will prompt the user to change his password. Once this temporary password has been changed, only the user will know the new password.

6. During initial log in, certain information shall also be requested from the user to improve user access security. Only the user should know said information. In case the user forgets his password, the system can generate a new password only after the user has successfully entered his responses to the above security questions.

7. If an authorized PDC.biz user is unable to remember his/her replies to the UCPB PDC.biz security questions, and as such, is unable to generate a new password, the CLIENT shall submit a signed written request addressed to the BANK to reset his password in UCPB PDC.biz. The BANK shall then effect the changes in UCPB PDC.biz within two (2) banking days from the date of receipt of the written notification.

8. Since only the user knows his User ID and Password and only the user has the sole option to change his password by using the change password function of UCPB PDC.biz anytime the user may deem it necessary, the user shall keep his User ID and Password confidential and that their use in any and all transactions involving your registered account(s) shall be the sole responsibility and liability of the CLIENT. The CLIENT agrees not to hold the BANK liable for any PDC information made available to other parties through UCPB PDC.biz by the use of this valid User ID and Password.

XI. Fees and Charges

1. For the use of the UCPB Post Dated Check Warehouse Facility, the CLIENT agrees to maintain a monthly average daily balance (ADB) of P _____. This amount is subject to a semi-annual review by the BANK and the CLIENT agrees that this may be increased or decreased to compensate the services herein provided by the BANK.

2. If the CLIENT opts not to maintain the desired Average Daily Balance (ADB) requirement stated in Section XI, Item 1 of this Agreement, the CLIENT will be charged a fee of P _____ per check.

3. All fees and charges will be paid via manual debit from an account assigned by the CLIENT. Such account will be debited every _____ banking day of the month.

4. The BANK upon 30 days prior written notice to CLIENT may change the fees and charges.

XII. Miscellaneous Provisions

1. The CLIENT hereby agrees that all rules and regulations of the BANK governing savings and current account, insofar as they are not inconsistent with the terms herein, and all rules and regulations provided in the BANK's Manual of Operating Procedures and Guidelines, are hereby deemed incorporated by way of reference and made an integral part hereof and shall form part of this

Agreement. CLIENT further agrees that in cases where this Agreement may be silent, the usual procedures and policies of the BANK shall govern.

2. The CLIENT hereby holds free and harmless and shall indemnify the BANK for any and all liabilities, damages, claims or actions arising out of or in connection with the implementation of this Agreement, except to the extent attributable to the gross negligence, bad faith, or willful misconduct of any of the BANK's officers, employees or authorized representatives.

3. This Agreement shall take effect commencing on the date of signing hereof and shall have a term of _____ (___) month/year. However, notwithstanding the lapse of the expiry date, this Agreement shall be considered automatically renewed for another year from said expiry date unless terminated by either party.

4. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. The termination of this Agreement shall not relieve any party of any of its obligations which may have accrued prior to the effective date of terminate.

5. All suits arising out of this agreement shall be exclusively lodged in the proper courts of Makati, both parties waiving all applicable venues.

6. This Agreement shall be subject to semi-annual review by both parties and may be modified, amended and/or revised upon mutual consent of the parties. Any and all amendments to this Agreement shall be implemented only after the parties shall have mutually signified their conformity in writing.

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

_____   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 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 20___