

For Bank Use Only

Store of Account: * _____

CIF No.: * _____

Segment: * ☐ RBG ☐ CBG

MSB: * ☐ Yes ☐ No

Date: * _____

*Required

Purpose (Please select one): *

- ☐ New Enrollment
- ☐ Modification/Updates

Please fill out the EasyBiz Letter of Instruction (Annex A) for the modification details.

COMPANY DETAILS

Complete the information below to enroll on EastWest EasyBiz. Authorized Signatories must sign on every page of the Customer Set-up Form.

Company Name: * _____

Nature of Business: * _____

Business Address: * _____

Contact Person: _____
Office Contact No.: _____

Business Type: * _____

Office E-Mail Address: _____

I/We hereby certify that I/we am/are the authorized signatory/ies of the account/s indicated in this enrollment form. I/We hereby certify that I/we have verified and approved the information to be set up for our EastWest EasyBiz profile indicated in this form. I/we hereby certify that we have read, understood and agree to the Terms and Conditions on the use of the EastWest EasyBiz. Such Terms and Conditions are stated to this form.

Signature over printed name

Client's Authorized Signatory *

Date

Signature over printed name

Client's Authorized Signatory

Date

Signature over printed name

Client's Authorized Signatory

Date

ACCOUNT INFORMATION, SERVICES, AND TRANSACTION AUTHORIZATION

Check all the services you'd like to enroll in for your company and the corresponding account details, including transaction limits that will apply per service.

BASIC BUNDLE

TRANSACTION SERVICES*

☐ Account Balance, Transaction and eSOA Viewing

☐ Government Payments ☐ Not Availed

Business TIN*:
* Corporate Taxpayer Enrollment Form must be submitted.

Business Pag-IBIG:

Business SSS:

Business PhilHealth:

☐ Corporate Bills Payment ☐ Not Availed

ACCOUNTS TO BE ENROLLED*

☐ All Accounts (Account Balances and Transactions)

☐ Specified Account/s:

Account Number:

eGov Virtual Card No.:*

Business Trade Name:*

Account Type:* ☐ SDA ☐ DDA

Additional Enrollment Fee:

☐ All Accounts

☐ Specified Account/s:

Transaction Limits*

Minimum	Maximum
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Authorization Level*

			Class
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	<input type="text"/>
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	<input type="text"/>
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	<input type="text"/>

Note: Please make sure to indicate your preferred transaction limits. If left blank, the Bank will automatically apply a default daily shared maximum transaction limit of Php 5,000,000.

I/We/Our Company hereby provides authorization for the transmission of account information on the mentioned accounts and the availment of transaction services in EastWest EasyBiz.

I/We/Our Company hereby agrees to abide by the following limits for the listed transaction services. If any transaction transmitted does not have an adequate balance(s) to meet the transaction amount, the company acknowledges that the Bank is not obligated to complete the transaction as ordered.

I/We/Our Company hereby agree to pay the applicable fees or charges, whether based on Average Daily Balance (ADB) or a fixed Fee, as specifically indicated in this form for the transaction services availed through EastWest EasyBiz.

Signature over printed name



Client's Authorized Signatory*

Date

Signature over printed name



Client's Authorized Signatory

Date

Signature over printed name



Client's Authorized Signatory

Date

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ADB Requirement: * _____

ACCOUNT INFORMATION, SERVICES, AND TRANSACTION AUTHORIZATION

Check all the services you'd like to enroll in for your company and the corresponding account details, including transaction limits that will apply per service.

ADD-ON SERVICES

TRANSACTION SERVICES*

- ☐ Fund Transfers
- ☐ To Own EastWest Account
- ☐ To Other EastWest Third Party Account
- ☐ To Other Bank via InstaPay
- ☐ To Other Bank via PESONet
- ☐ Other Fund Transfer Channels (SWIFT, RTGS, PDDTS)

ACCOUNTS TO BE ENROLLED*

- ☐ All Accounts
- ☐ Specified Account/s: _____
- _____
- _____

Service Fee

Fund Transfer Type	Fee
To Own EastWest Account	
To Other EastWest Third Party Account	
To Other Bank via InstaPay	
To Other Bank via PESONet	
Other Fund Transfer Channels (SWIFT, RTGS, PDDTS)	

Transaction Limits*

Minimum	Maximum

Authorization Level*

			Class
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	

Note: Please make sure to indicate your preferred transaction limits. If left blank, the Bank will automatically apply a default daily shared maximum transaction limit of Php 5,000,000.

Foreign Currency Exchange

- ☐ FX Sell
- ☐ FX Buy

Accounts

- ☐ All Accounts
- ☐ Specified Account/s: _____
- _____
- _____

Transaction Limits*

Minimum	Maximum

Authorization Level*

			Class
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	
<input type="radio"/> Any 1	<input type="radio"/> Any 2	<input type="radio"/> All need to approve	

Note: Please make sure to indicate your preferred transaction limits. If left blank, the Bank will automatically apply a default daily shared maximum transaction limit of Php 5,000,000.

I/We/Our Company hereby provides authorization for the transmission of account information on the mentioned accounts and the availment of transaction services in EastWest EasyBiz.

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Signature over printed name

Client's Authorized Signatory*

Date



Signature over printed name

Client's Authorized Signatory

Date



Signature over printed name

Client's Authorized Signatory

Date



ACCOUNT INFORMATION, SERVICES, AND TRANSACTION AUTHORIZATION

Check all the services you'd like to enroll in for your company and the corresponding account details, including transaction limits that will apply per service.

ADD-ON SERVICES

TRANSACTION SERVICES

☐ Business Debit Card

Type	Deposit Account Number Linked to Debit Card	Card Number	Complete Name of Cardholder
Primary			
Supplementary			
Supplementary			
Supplementary			
Supplementary			
Supplementary			
Supplementary			
Supplementary			
Supplementary			
Supplementary			

I/We/Our Company hereby provides authorization for the transmission of account information on the mentioned accounts and the availment of transaction services in EastWest EasyBiz.

I/We/Our Company hereby agrees to abide by the following limits for the listed transaction services. If any transaction transmitted does not have an adequate balance(s) to meet the transaction amount, the company acknowledges that the Bank is not obligated to complete the transaction as ordered.

I/We/Our Company hereby agree to pay the applicable fees or charges, whether based on Average Daily Balance (ADB) or a fixed Fee, as specifically indicated in this form for the transaction services availed through EastWest EasyBiz.

Signature over printed name



Client's Authorized Signatory

Date

Signature over printed name



Client's Authorized Signatory

Date

Signature over printed name



Client's Authorized Signatory

Date

For Bank Use Only

Company Name:*

Referred by:*

Employee Name and Employee Number:*

USER ACCESS REQUEST FORM

Fill out the form completely to nominate your EastWest EasyBiz users and their corresponding roles.

USER

Name (Last Name, First Name, Middle Initial):*

Email Address: * Mobile Number: *

Roles:*

You may choose more than one role.

☐ Viewer

☐ Approver

Class:

☐ Maker

☐ Maker and Approver (Single Control)

Class:

ACCESS AND MAXIMUM AUTHORIZATION LIMIT

Account*	Transactions/ Services*	Maximum Authorization Limit
<div><div><input type="radio"/> All Accounts</div><div><input type="radio"/> Specified Account/s:</div><div></div><div></div><div></div></div>	<div><div><input type="checkbox"/> To Own EastWest Account</div><div><input type="checkbox"/> To Other EastWest Third Party Account</div><div><input type="checkbox"/> To Other Bank via InstaPay</div><div><input type="checkbox"/> To Other Bank via PESONet</div><div><input type="checkbox"/> Other Fund Transfer Channels (SWIFT, RTGS, PDDTS)</div><div><input type="checkbox"/> FX Buy</div><div><input type="checkbox"/> FX Sell</div><div><input type="checkbox"/> Government Payments</div><div><input type="checkbox"/> Corporate Bills Payment</div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

I hereby certify that I understand by signing this Customer Set-up Form I am solely responsible for the use and protection of the EastWest EasyBiz user ID and password that I will be given. I also understand that I am not authorized to share my user ID and password with any other individual(s), and only in the course of gaining access I shall utilize all tools and applications in accordance with the Terms and Conditions and all applicable Philippine laws and regulations.

Signature over printed name

Printed name and signature of User*

Date

I/We certify that the above-named individual meets the requirements for access and account management privileges. Furthermore, I/We certify that the named user requires account/access as indicated above in order to perform assigned duties.

Signature over printed name

Client's Authorized Signatory*

Date

Signature over printed name

Client's Authorized Signatory

Date

Signature over printed name

Client's Authorized Signatory

Date

EastWest is regulated by the Bangko Sentral ng Pilipinas. <https://www.bsp.gov.ph> CMS-CSF_001_v2.0_2025

The following terms and conditions ("Terms & Conditions") shall be applicable to the enrollment in, use of, and availment by you of EastWest Bank's online banking facility for business. By enrolling in and using our online banking facility, you hereby agree to be bound by these terms and conditions, which shall govern your relationship with us, as well as all transactions concluded by you or your authorized representative/s.

1. About this terms and conditions

1.1. As used in the succeeding paragraphs, "we", "our", "us", the "Bank" and "EastWest Bank" refer to East West Banking Corporation. The terms "you" and "your" refer to every person including juridical entities and its authorized representative/s who has an account or opens an account with EastWest Bank.

2. Definitions

2.1. "Account/s" refers to all accounts accessible by you through the channels.

2.2. "Administrator" refer to the user's role responsible for managing the process of user definition, modification and amendments, ensuring that the users have the appropriate permissions and responsibilities as required.

2.3. "Approver" refers to the user's role that could approve transaction within the facility.

2.4. "Average Daily Balance" or "ADB" refers to the average daily balance of the nominated account.

2.5. "Business" refers to customers that were established either as a single proprietorship, partnership or corporation.

2.6. "Channel" refers to any mode of access to our electronic services.

2.7. "Credentials" refers to any information or identifiers used for authentication, verification or access control. This includes but is not limited to User IDs, card number, password, passcode, biometric identifiers, Personal Identification Number (PIN), security codes, One-Time Password (OTP) and Corporation Code.

2.8. "CSF" refers to EastWest Business Banking Customer Set-up Form

2.9. "Dual Control" refers to a specific role assigned to a separate users as Maker and another user as Approver, wherein the Maker has the authority to initiate the transaction or request and the Approver to approve same.

2.10. "EastWest EasyBiz" refers to EWBC's online banking facility for business accessible via <https://business.eastwestbanker.com/> or <https://www.eastwestcorporate.com.ph/> or via mobile application where business clients can access and transact using their accounts.

2.11. "Electronic Services" refers to any banking and other services or facilities which we may offer to you from time to time via electronic means.

2.12. "Facility" refers to the Bank's online facility for business clients.

2.13. "Government Agencies" refers to the following Bureau of Internal Revenue (BIR), Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth) and Home Development Mutual Fund ("Pag-IBIG").

2.14. "Maker" refers to the user's role that could initiate transaction within the facility.

2.15. "Single Control" refers to the procedure that needs only one person to initiate and approve a transaction or request, thus, assuming the role of both Maker and Approver, which poses a higher risk compared with dual control.

2.16. "System" refers to the Bank's online facility for business clients.

2.17. "User" or "Users" refers to individual/s authorized to access, use, and/or transact in the facility on behalf of the business account.

2.18. "Viewer" refers to the user's role that could view account information within the facility.

3. Electronic access to your Account and/or Service

3.1. Our electronic services are available through different devices (i.e. personal computers or mobile devices). The features of our electronic services may vary and the access and functions may differ depending on the type, system specifications and configuration of your device. In order to secure your account, we may require certain standard of specification, software version and such other technical requirements of your device used to access our electronic services.

3.2. If you access our electronic services outside of the Philippines, your access may be limited and subject to the relevant laws and regulations of that country. We will not be responsible for any fees, charges and expenses which may be imposed by your telecommunication or other service providers in connection with the use of our electronic services.

3.3. There may be circumstances where we may need to change the frequency and manner of use of our electronic services, transaction or daily limits, operating hours and types of facilities and services. In certain situations, we may have to suspend the electronic services. You agree that under such circumstances, we will not be responsible for any inconvenience, loss, damage or injury suffered by you or any third party, or any other similar circumstances beyond the reasonable control of the Bank. We will notify you of such changes or suspensions whenever reasonably possible.

3.4. We trust that you will use our electronic services in accordance with all applicable laws, regulations, guidelines and within our reasonable expectations. You shall not use our electronic services for any purposes which are not authorized by us.

3.5. You agree that we may provide you with user guides, procedures, any technical or functional specifications and / or other materials and instructions for the access to, operation and use of Services. You have read, understood and assessed all such materials and determined that they are adequate to protect your interests.

3.6. You agree you have taken reasonable steps to detect, prevent, remove and remedy any unauthorized access to or use of the facility (including actual or potential Malware breaches of client systems).

3.7. You agree that you have adequate internal controls, procedures, processes and other security arrangements to prevent unauthorized access to or use of the facility, and that in case of Single Control, you assume all the risks and hold the Bank free and harmless for any resulting damage to you as a result of adopting the Single Control transaction procedure.

3.8. You agree to use the facility within the authorization limits and functionality parameters you set up.

3.9. You agree that you must immediately report any (i) actual or potential Loss suffered by you in connection with the facility; (ii) loss or actual or attempted, theft, misuse or unauthorized use, of System Materials, of any credentials; (iii) actual or potential, problems with or unauthorized access to the facility; (iv) actual or attempted unauthorized transactions; or (v) failure to comply with user guides, procedures or other specifications. You will help us with our reasonable requests to resolve such problems;

3.10. You agree that we may provide you with Software necessary for you to use the electronic services. You are responsible for ensuring that you have the necessary consent to install, configure and integrate the Software with your systems.

3.11. You agree that you are responsible for using, having or obtaining the necessary connectivity, hardware, software and other equipment for using the facility that is suitable and satisfies your requirements. You are solely responsible for obtaining all necessary consents and for compliance with any conditions of use or charges associated with your use of any channel, equipment, or service accessed through that equipment within your organization. You are responsible for any credentials we provide to you or which you use to access an online service or to communicate with us electronically or to give us instructions.

3.12. You agree that we may engage third party service providers (including payment, clearing or settlement systems, clearing houses, payment intermediaries, financial institutions or any subsidiary or affiliate of Filinvest Development Corporation) to be able to provide the Electronic Services which services are dependent on and subject to the performance of the third party service provider.

4. Use of electronic services

4.1. Should you opt to implement the single control user role, you acknowledge and agree that the decision to implement a single control user role rather than a dual control user role is made entirely at your own risk. The Bank shall not be held liable for any losses or damages arising from this decision.

4.2. You agree that you and your users shall be solely responsible for keeping your credentials strictly confidential. For security reasons, you shall ensure that your users change their Password/s regularly, especially if they suspect that its confidentiality has been compromised. The Password designated by the User must not relate to any readily accessible personal data such as name, birth date, address, phone number, or identification card number and must not be an obvious combination of letters and numbers, including sequential numbers (e.g. 123456) or one which can easily be guessed by someone else. You and your users agree to jointly and severally indemnify and render us free and harmless from and against any claim or liability which may arise from the unauthorized use or misuse or breach of the confidentiality of the credentials.

4.3. You agree that any and all transactions made using the user's credential shall be deemed by the Bank as official and binding upon you and as having been authorized by the latter.

4.4. You agree that you and your users shall not use or permit the use of their credentials in whole or in part to carry out illegitimate and unlawful banking transactions via our electronic services.

4.5. You agree that your users understand and will comply with all relevant requirements in the EastWest Business Banking Agreement as well as the General Terms and Conditions governing EastWest Deposit Accounts, which can be found in EastWest corporate website (<https://www.eastwestbanker.com/pages/general-terms-and-conditions-governing-eastwest-deposit-accounts>) and the Privacy Statement, which can be found in EastWest corporate website (<https://www.eastwestbanker.com/privacystatement>).

4.6. You agree to promptly inform us of any changes to your Users. These changes will not take effect until we have processed them. If we are unable to process the changes, we will notify you as soon as possible. You remain responsible for all transactions that occur while your request is being processed.

4.7. You agree that you remain liable for all acts and transactions of your user during the period that such person has been granted access and use of the electronic services.

4.8. The electronic services may be available through mobile application. The mobile application allows your user to authorize transactions, view report or obtain information about your account or service.

4.9. We may enhance our electronic services from time to time. If such changes are not suitable for your needs or any new or existing functionality causes you concern, you agree to immediately communicate with us so that we can discuss alternative solutions. You agree that any modified or additional service functionality will continue to be governed by the Agreement.

4.10. You or your user choose to activate or use any feature that enables access to and/or use of biometric credentials on any device or application (including without limitation fingerprint or facial recognition features), you acknowledge and agree that such features are provided by device and not by us and we have no obligations or responsibilities to you or your users in relation to such features. We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind relating to or arising from the functionality, compatibility or availability of

such features and whether they meet your requirements. You accept that there are risks associated with the accuracy, reliability and/or availability of such features on the device to authenticate the identity of you and/or your user, which may allow unauthorized third parties to gain access to any device or application secured using biometric credentials and transmit to us instruction that are referable to your credentials. You agree to assume such risks to the maximum extent permitted under applicable law, and we may act and rely on any instruction referable to your or your users' credentials.

5. Transaction Services

5.1. You agree that we may specify limits on how much you need to have in your Account, the type of currencies that we may accept, as well as our usual charges commission and interest rates and any other requirements.

5.2. You are responsible for ensuring that your account is active with sufficient funds to cover for your transaction at all times. Any charges or penalties as a result of an unsuccessful transaction due to insufficiency of funds or account dormancy will be for the account of and paid by you.

5.3. You agree that we may implement cut-offs during the day for the electronic services. If the transaction is carried-out after the cut-off time, it shall be processed on the next banking day. Any charges or penalties as a result of the next day transaction will be for the account of and paid by you. We will notify you of such changes or suspensions whenever reasonably possible.

5.4. You shall promptly notify us in case any error in the transaction is carried out through our electronic services via electronic mail or other reasonable means of communication. We will investigate the reported error and advise you of the result. We will, on a best efforts basis, and without any guarantee, correct or reverse any reported error without us incurring liability as a consequence thereof.

5.5. Upon receipt by us and/or by you of any notice or order of restriction, legal or contractual, including notices of garnishment or hold-out on or with respect to any enrolled account, you shall promptly stop or desist from carrying out any transaction that will defeat the purpose of the restriction and shall not make or do transactions with respect to said account for as long as the account restriction is effective or until it shall have been lifted, removed or totally implemented.

Account Statement

5.6. We may send your Account statements, confirmations and advice through an appropriate Channel or by any other method we have agreed with you.

5.7. You must check your Account statements, confirmations and advice carefully. You must inform us in writing of any mistakes or unauthorized transactions as soon as possible and no later than ten (10) days of the transaction date (or such other period specified in the relevant statement, confirmation or advice). If you fail to do so we may consider them as correct. If you do not receive any Account statements, confirmations or advice from us, please visit any of our branches or our website at www.eastwestbanker.com or call our customer service hotline to speak to our customer service officer.

Fund Transfers

5.8. We may accept an instruction to transfer funds between your account and any other account of yours or any other person maintained with us or with other bank.

5.9. You are responsible for giving us the correct information. If your instructions identify the payee both by name and by account number, We, who receive your instructions may process such instructions solely based on the account number without the need to validate the name. Thus, in case of discrepancy, between the account number and name, the account number matching shall suffice to complete the instructions received by the Bank. For inter-bank transfers, processing rules of beneficiary bank shall apply to your transaction.

5.10. In the event that no specific transaction limit is indicated in the

Customer Setup Form, you agree that the System shall apply a default Php 5,000,000.00 shared daily total transaction limit.

5.11. Scheduled or future dated transaction once approved by you and/or your users shall be processed based on the scheduled date, unless cancelled by the user one (1) day prior to its posting.

5.12. We are not responsible for and have no duty to check any information you give us in your payment instructions.

5.13. You authorize us to send your instructions on your behalf to other third-party service providers, to carry out your payment instructions. Processing shall be subject to the third-party service provider's transaction cutoff and guidelines.

5.14. You shall ensure that your account is sufficiently funded on the day of actual processing of your instruction.

5.15. Under no circumstances, you shall withhold, stop or reverse the processing of your instructions once the said request has been confirmed by you. We shall have no obligation to reverse any amount that has already been executed.

Currency Conversion

5.16. You agree that we may convert currencies for any amounts received from you or due to you, or as instructed, including electronically, using our prevailing exchange rate available on our website. If we confirm a foreign exchange transaction orally, over the telephone or electronically, it is binding from that confirmation.

Bills Payment

5.17. We may accept an instruction to pay bill from your account to the biller account.

5.18. You are responsible for giving us the correct payment information. We shall process the payment instruction based on the information/s that the platform shall require from you.

5.19. We are not responsible for and have no duty to check any information you give us in your payment instructions.

5.20. You authorize us to send your payment instructions on your behalf to payment intermediaries and other third-party service providers, so as to carry out your payment instructions.

5.21. You agree that we may set limits on your bills payment transactions.

5.22. You agree that scheduled or future dated transaction once approved by you and/or your users shall be processed based on the scheduled date, unless cancelled by the user one (1) day prior to its posting.

e-Gov Transactions

5.23. You agree to use our facility for the filing and settlement of your payments to government agencies.

5.24. You and your user shall be assigned corresponding credentials in order to transact. For further information, please refer to details contained in the materials that we have provided to you and your user.

Business Debit Card

5.25. Card Management is a feature of EastWest Business Online Banking that lets you, as a Primary or Supplementary Debit Cardholder, view and manage your enrolled Business Debit Cards, subject to the terms we may prescribe.

5.26. When you register a Business Debit Card in Card Management, you may (a) view the card's details and transaction history, and (b) enable or disable specific channels, transaction types, and limits available under the facility.

5.27. Any settings you establish in Card Management override all other existing card settings. Accordingly, if you activate the

card-lock control or restrict transactions for a particular merchant category code, every transaction routed through that channel or coded to that merchant category will be automatically declined.

5.28. By using Card Management, you accept full responsibility for all controls configured and every transaction performed on your card. You agree to hold the Bank free and harmless from any loss, cost, or liability that may arise out of— or in connection with— your use of this feature.

6. Notification Services

6.1. You and your user shall be solely responsible for checking the status of your transactions by logging on to the facility from time to time. The system will nevertheless automatically send notifications to your users enrolled in the facility.

6.2. You and your user shall provide correct and operational e-mail addresses and/or mobile phone number/s and shall ensure and hereby warrant the correctness of the Information entered.

6.3. You likewise agree that you shall be responsible for keeping the confidentiality of the information contained in the notifications sent to the designated e-mail address and/or mobile phone number/s. We shall not be liable for any unauthorized disclosure or use of such information by you and/or your user.

6.4. You shall promptly update us of any change in your contact information/s or any other information which may affect communication. Prior to such change, we shall have the right to rely upon and send/receive notifications to/from contact information as indicated in the CSF, without the Bank incurring liability as a consequence thereof.

6.5. You shall be responsible, at your own expense, for providing the proper equipment, subscription, membership, internet connection, and other paraphernalia necessary and required to enable it to receive notifications from us. Your ability to receive notifications depends on the availability of these resources and the BANK does not endorse nor guarantee any third-party service or product for this purpose.

7. ADB fees and charges

7.1. You agree to maintain the minimum monthly ADB set for availing any of the facility and/or electronic services.

7.2. We may, from time to time, upon giving notice, impose fees and charges for your use of the facility.

7.3. You hereby authorize us to debit your nominated account/s for the amount of such fees and charges. If at any time there are insufficient funds in the said accounts to cover fees and charges, we may refuse to carry out transaction without the Bank incurring any liability as a result of such refusal.

7.4. Any and all taxes arising from the use and availment of the facility, including payments made hereunder, shall be for your account.

8. Termination / Suspension of Access and Use

8.1. You may request the termination or suspension of access to and use of the facility by submitting a written request addressed to our Account Officer, Store Manager or Sales Officer managing the account. You shall remain responsible for any transactions, including any remaining scheduled transactions, made on the account until the time the Bank receives the letter of termination or suspension.

8.2. We may terminate or suspend your access to and use of the facility at any time, subject to at least thirty (30) days prior notice of such termination.

8.3. We may terminate or suspend your access to and use of the electronic services without prior notice if you have breached these Terms & Conditions;

a. We learn of your bankruptcy, insolvency, liquidation, dissolution or other analogous circumstances or that you committed an act of bankruptcy, insolvency, liquidation, dissolution or other analogous

acts, or that a bankruptcy or insolvency or other analogous petition has been filed against you;

b. No sufficient funds in the enrolled Account/s to cover payments or payment instructions given;

c. If in our reasonable opinion, your enrolled Accounts are being mishandled as determined pursuant to the Bank's existing policies and procedures, or if the enrolled Accounts or the electronic services is being used for or suspected to any unlawful or illegal activity or transaction.

d. We consider that there exist other reasonable grounds to do so (in which case all reasonable efforts will be made to advise you of the circumstances of termination or suspension); or

8.4. We may terminate this Agreement immediately upon written notice to you if so, required by BSP or other regulatory body or in compliance of a law or regulation.

8.5. Any and all accrued but unpaid obligations by you prior to termination, and terms and conditions hereof which by express terms, shall survive the termination of your access and use of the facility.

9. Representations and warranties

9.1. You represent and warrant to us that:

a. You are duly organized and validly existing under the laws of its place of incorporation, with the power to execute this Agreement and to exercise its rights and perform its obligations hereunder.

b. Your users have the proper and necessary authority to act for and on your behalf in connection with the use and availment of the facility and carrying out transactions.

c. All corporate or other actions required to authorize the execution and performance of its obligations hereunder have been duly taken;

d. All authorizations, licenses and consents from governmental authorities in places where it has business presence, in respect of the execution and performance of this agreement have been duly taken;

e. All authorizations and consents (including those of third parties) with respect to your enrollment of the Accounts in the facility, and allowing access, use of and transactions on said Account/s, have been duly taken;

f. This agreement, when executed, will constitute its legal, valid, and binding obligation enforceable in accordance with the terms thereof; and

g. During the effectivity of this agreement, it shall keep in full force and effect all authorizations, licenses and consents from governmental authorities, which is required by law in places where it has business presence in respect of the execution and performance of this agreement.

9.2. You shall ensure and hereby warrant to us that you and your users know their credentials and shall keep the credentials confidential. It is understood that your users are responsible in securing their account by periodically designating a new password to the electronic services platform.

10. Indemnification Clause

10.1. You hereby agree to indemnify and hold the Bank, its directors, officers, employees, and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the use and your availment of the facility, and the implementation of facility's transactions, and specifically in the following instances:

a. Disruption, failure, error or delay relating to or in connection with the facility, the implementation of transactions, transmission and/or

receipt of messages, communications, materials, correspondences and/or information via the facility which is due to events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, and/or which are attributable to payment and settlement EFT systems such as InstaPay and PESONet and other gateway payments systems, which are beyond the control of the Bank.

b. Fraudulent access or use of the facility and from any fraudulent or unauthorized transactions within the facility resulting from theft, unauthorized disclosure of credentials, or non-compliance with security requirements outlined in this Agreement, or any other fraudulent activities, caused by you, your representative or third-parties.

c. Inaccurate, incomplete or delayed information that you received due to disruption or failure of any communication facilities used by the facility;

d. Delay and/or failure to implement or carry out transactions on the account/s due to garnishment, execution, hold-out and similar restrictions on the Account/s; and/or unauthorized or fraudulent enrollment, use of, and transactions in the facility;

e. Your inability, delay and/or failure to comply with the Terms & Conditions of this Agreement.

10.2. By opting to assign a single control user role rather than a dual control user role, you acknowledge and assume full responsibility for all associated risks. You agree to indemnify and hold the Bank, its officers, directors, and employees free and harmless from any claims or liabilities arising from or related to transactions authorized by the single control user. This indemnification includes, but is not limited to, unauthorized transactions, fraud, errors, or any other consequences resulting from the assignment of the single control user role.

10.3. We may terminate this terms & conditions immediately upon written notice to you if so, required by BSP or other regulatory body or in compliance of a law or regulation.

10.4. The above provisions shall survive the termination or suspension of the facility.

11. Proprietary and Disclosure Rights

11.1. You agree that the facility, its website, the software used in connection therewith, any and all materials and information' (including, modifications, enhancements, updates) used in or derived from the provision of the facility, associated marks, logos, business names, products and services ("Proprietary Items") are proprietary and confidential to the Bank and/or its licensor/s and are protected under intellectual property and other applicable laws.

11.2. You shall not (and shall not allow third parties) to copy, modify, create any derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, transfer any right or grant any security interest in the Proprietary Items, nor disclose the same.

11.3. You further agree that we may disclose, preserve or maintain any information, message, material, correspondence, data, communication and/or notification provided by you in connection with the use of the facility

a. if required to do so by law, government rule or regulation, or legal process.

b. if the Bank has a good faith belief that such disclosure is necessary to comply with the law, government rule or regulation, or legal process.

c. to enforce these Terms & Conditions.

d. to respond to claims that such information, message, material, correspondence, data, communication, and/or notification violates the rights of third parties.

e. to respond to your request for customer service; and/or

f. to protect the Bank's rights and property, its customers and/ or the general public.

12. Miscellaneous provisions

12.1. **Liability Limitation.** The Bank's entire liability in connection with the online facility shall be limited to the amount of fees you paid for the use and availment of the facility or the amount of the reasonable actual and direct loss or damage you suffered whichever is lower. We shall not be liable for any special, consequential or indirect damage you suffered from the use or availment of the facility. This Provision shall survive the termination or suspension of the facility.

12.2. **Bank Secrecy Laws.** You hereby acknowledge that it is aware of, understands the effect of, and agrees and undertakes to, and cause all the Users to observe bank secrecy laws, including but not limited to the provisions of Republic Act No. 1405, as amended, Republic Act No. 6426, as amended, Section 55.1 of Republic Act No. 8791 and other applicable laws or regulations (collectively, the "Bank Secrecy Laws") in connection with the use and availment of the facility to access and/or do transactions on Third Party Account/s. You further agree and undertakes that it will not, and covenants that all the Users will not do anything which will cause the Bank to violate any provision of the Bank Secrecy Laws or otherwise be guilty of an offense thereunder. You agree that you shall be solidarily liable with the Bank should your or your user's disclosure of information relative to Third Party Account/s, and the enrollment and use of such Accounts in the facility result to a violation by the Bank of the Bank Secrecy Laws.

12.3. **E-Commerce Act.** The provisions of the Electronic Commerce Act of 2000 (R.A. 8792) and its Implementing Rules and Regulations, including Amendments and supplements thereto ("E-Commerce Act"), shall apply to this facility and the use and availment of transaction in this facility, in so far as said provisions are consistent with the Terms & Conditions of this Agreement. In the event of inconsistency between the provisions of the E-Commerce Act and Agreement, the latter shall prevail.

12.4. **Confidentiality Obligation.** You shall keep and cause your Users and/or other persons you authorized to have access to the facility, to keep and maintain the strict confidentiality of any and all messages, materials, information, communications, correspondences, data, notifications received, recorded, transmitted, generated, stored, processed, retrieved and/or produced electronically by the facility. This confidentiality obligation shall survive the termination or suspension of this facility.

12.5. **Force Majeure.** We shall not be liable for any damage or delays caused by or arising out of force majeure, namely, typhoons, floods, earthquakes, calamities or other Acts of God, public disturbances, war, riots, lock-outs or strikes, coup d'état, embargo pandemic and other similar events beyond the control of the Bank,

12.6. We may at any time, amend any of these terms and conditions as it may deem necessary for the best interest of both parties, upon sixty (60) days' notice to you prior to the implementation of any amendments. You hereby agree to be bound by such amendments.

12.7. You agree to be bound by the General Terms and Conditions Governing EastWest Bank Accounts (<https://www.eastwestbanker.com/pages/general-terms-and-conditions-governing-eastwest-deposit-accounts>) and by the Privacy Statement (and the Privacy Statement, which can be found in EastWest corporate website (<https://www.eastwestbanker.com/privacystatement>)), which are made part of this Agreement, in so far as they are consistent herewith.

12.8. Our failure to demand strict compliance with any of these terms and conditions shall not be construed as a waiver thereof. Any waiver to be effective shall be made in writing and signed by us.

12.9. You shall ensure and hereby warrants that you and your User/s have clearly understood these terms and conditions and the procedures governing, the use and availment of the facility, and that you are fully aware and hereby assumes the potential risks arising from the use of the facility.

12.10. These terms and conditions and the interpretation and implementation hereof shall be governed by Philippine laws and shall be subject to the applicable rules and regulations of the Bangko Sentral Ng Pilipinas, government, telecommunications and other regulatory authorities, and the business rules, policies, procedures of the Bank governing this facility.

12.11. All suits arising out of these terms and conditions shall be exclusively lodged in the proper courts of Taguig City.

12.12. You shall not assign any of its rights and obligations under these terms and conditions without our prior written consent.

12.13. Should any of these terms and conditions be declared by competent authority as invalid, all other terms and conditions not affected by said invalidity shall remain effective and binding upon the parties. From the interpretation or implementation of these terms and conditions and/or the use or your availment of this facility, the parties hereby undertake to exert maximum efforts to resolve such dispute or controversy amicably within a period of THIRTY (30) days from the date question or controversy arose. During such period, the parties are prohibited from filing any case or complaint in a court of law or administrative and quasi-judicial body. Only when the aforementioned 30-day period shall have already elapsed without the parties reaching an amicable settlement may the aggrieved party file the necessary action in the appropriate Philippine court of law, administrative or quasi-judicial body.

12.14. Each of the parties agrees to execute and deliver all such further instruments, and to do, and perform all such further acts and things as shall be necessary or convenient to carry out these terms and conditions.