UNIONBANK PERSONAL LOAN TERMS AND CONDITIONS

DEFINITIONS

A. When used here, the following terms, unless the context suggests otherwise, shall have the following meanings:

"**The Bank**" or "**UnionBank**" shall mean Union Bank of the Philippines.

"**UnionBank Personal Loan**" means the **UnionBank** Personal Loan facility, or its equivalent loan facility granted by the Bank.

"**I**", "**me**", "**my**" refer to the borrower named in the Application Form.

"**Amortization Schedule**" means the schedule attached to the Disclosure Statement as Annex A, which includes the Monthly Installment Amount Due that contains the principal, interest and other bank charges, if applicable.

"**Annual Contractual Rate**" or "**ACR**" means the interest that will be charged on my loan based on a three hundred and sixty (360)-day period, computed on a monthly basis wherein each month consists of thirty (30) days. (There is an initial interest that is computed based on the actual number of days from the approval date of my loan transaction to my first statement date after the said approval date. It will be charged on my first Statement of Account issued following the approval date.)

"**Application Form**" means the application form which I signed and submitted to the Bank to apply for a **UnionBank** Personal Loan, together with all documents submitted therewith.

"**Approved Loan Amount**" means the approved amount of each loan that I avail within the Credit Limit of my **UnionBank** Personal Loan account.

"**Auto-Debit Arrangement**" means the scheduled payment arrangement with my Nominated Depository Bank to deduct from my Nominated Deposit Account the Total Amount Due on Payment Due Date or when my Nominated Depository Bank receives the billing report from the Bank.

"**Auto-Debit Enrollment Form**" means the form required by the Nominated Depository Bank to implement the Auto-Debit Arrangement between me and the Bank.

"**UnionBank Customer Service**" means the telephone and other channels made available by the Bank where the Bank may be reached.

"**Closure Handling Fee**" has the meaning ascribed to it in the Application Form.

"**Disbursement Fee**" has the meaning ascribed to it in the Application Form.

"**Disclosure Statement**" means the disclosure statement required under the Truth in Lending Act (Republic Act No. 3765) and relevant laws and regulations.

"**Effective Interest Rate**" or "**Effective Annual Interest Rate**" or "**EIR**" means the rate that exactly discounts estimated future cash flows through the life of the loan to the net amount of loan proceeds (BSP Circular No. 730, S2011).

"**Loan Documents**" means, collectively, the Application Form, the Disclosure Statement and Amortization Schedule, the **UnionBank** Personal Loan Terms and Conditions, the Statements of Account, the Auto-Debit Enrollment Form, other bank records/audit trails, the Manager's Check/s, if any, and as the case may

be, other records of the Bank or any other bank evidencing the receipt, deposit or encashment of the Manager's Check/s or the electronic transfer of funds to my specified bank account or disbursement as cash at any of the Bank's branch.

"**Loan Obligations**" means the totality of the following obligations: (i) the obligation to pay the principal of and interest due on my loan as provided in the Disclosure Statement and Amortization Schedule, including penalties, fees, expenses and other charges stipulated as payable by the Borrower under the Disclosure Statement and/or the Statements of Account, and (ii) all the non-financial obligations required to be performed by the Borrower under the Disclosure Statement.

"**Loan Period**" means the number of Months stated in the Disclosure Statement and Amortization Schedule and is the period within which I am obliged to repay my loan. For the avoidance of doubt, the Loan Period shall commence on the Loan Period Commencement Date.

"**Loan Period Commencement Date**" means the date the loan was approved by the Bank as stated in the disclosure statement.

"**Manager's Check**" means the manager's check issued to my name in an amount equivalent to my Approved Loan Amount and may be delivered by the Bank to the address specified by me in my Application Form or any Manager's Check/s issued in replacement thereof.

"**Month**" means the period commencing on a specified day in a calendar month and ending on the numerically corresponding day of the next calendar month (or if there is no such day in the next calendar month, such period shall end on the last day of such calendar month); Provided, however, that the first Month of the Loan Period means the period commencing on the Loan Period Commencement Date and ending on the first Statement Date.

"**Monthly Installment Amount**" means the portion of my Total Loan Amount that I must pay every Month as stated in the Disclosure Statement and Amortization Schedule.

"**Net Proceeds of my loan**" means my Approved Loan Amount.

"**Nominated Depository Bank**" means the bank where I maintain my Nominated Deposit Account.

"**Nominated Deposit Account**" means the deposit account where my Total Amount Due will be debited by my Nominated Depository Bank on Payment Due Date or when my Nominated Depository Bank receives the billing report from the Bank.

"**Payment Due Date**" means the last date for payment. This is approximately nineteen (19) days after the Statement Date. If I missed to pay the Minimum Amount Due after this date, my account becomes delinquent and is subject to Late Charge. If I issued PDCs as payment or authorized a Nominated Depository Bank to auto-debit my Total Amount Due, it is my responsibility to ensure that my checking account or Nominated Deposit Account is funded on the Payment Due Date or on the date indicated on the PDC or on clearing date, whichever is earlier.

"**Returned Check Fee**" has the meaning ascribed to it in the Application Form.

"**Statement of Account"** or **"SOA"** means the monthly billing statement sent to me by the Bank indicating, among others, the Monthly Installment Amount and all other amounts due for the relevant Month and the Payment Due Date. "Statement of Account" or "SOA" includes electronic or digital billing statements, which may be referred to as "electronic statement", "e-statement", or "eSOA".

"**Total Loan Amount**" means the sum of

i. My Approved Loan Amount plus

ii. The sum of the interest component of my Monthly Installment Amount as stated in the Amortization Schedule attached to my Disclosure Statement.

B. In the SOA and in the Terms and Conditions where mentioned, unless otherwise specified:

"**Account Number"** means the unique reference number to identify my UnionBank Personal Loan account in the Bank records for the purpose of payments and usages.

"Available Credit Limit" means the remaining Credit Limit after all my loan availments, fees and charges have been deducted and all my Payments have been added.

"**Billed Installment Amount**" means the Monthly Installment Amounts Due on my outstanding loans that are billed on my SOA.

"**Credit Limit**" means the credit limit granted to me by the Bank which I may use for loans. The fees and charges, including the interest on the said fees and charges, will also be charged against this Credit Limit on the relevant charging dates.

"**Minimum Amount Due**" means the least amount I have to pay on or before the Payment Due Date to keep my account current. Minimum Amount Due computation:

A. The Total Amount Due if it is less than or equal to Five Hundred Pesos (PhP500); or
B. The sum of the items below or Five Hundred Pesos (PhP500), whichever is higher:
    1. Disbursement Fee and DST (if any);
    2. All Overdue Amounts, if any;
    3. Current billed Monthly Installment Amount Due, if any;
    4. Excess over Credit Limit, if any;
    5. Interest Charge and Late Charge, if any;
    6. For prepayment of loans:
        a. Closure Handling Fee; and
        b. Pro-rated interest computed from the date of posting of the last Monthly Installment payment to the date of prepayment, if any;
    7. Total Amount Due less items 1 to 6, multiplied by one per cent (1%).

Please note that your Current Due (i.e. Minimum Amount Due less Past Due Amount) will always be at least P500 or the sum of a) Current billed Monthly Installment Amount Due (b) Excess over Credit Limit (c) Interest Charge and Late Charge (d) Closure Handling Fee and (e) Pro-rated interest computed from the date of posting of the last Monthly Installment payment to the date of prepayment. Current Due may be less than P500 or the sum of items a-e for certain cases to ensure that Minimum Amount Due will not be greater than Total Amount Due.

"**Monthly Installment Amount Due**" means the Monthly Installment Amount due for the particular month covered by the SOA.

"**Monthly Interest Charge**" or "**Interest Charge**" means the interest, computed using the Monthly Interest Rate, applied on any or all of the following: (1) on any unpaid fees and charges, and (2) on the Total Amount Due, when my UnionBank Personal Loan is in default at sixty (60) days past due, in which case, the Total Amount Due will include any unpaid fees and charges, the past due monthly principal installment amounts and the remaining principal balance. Such interest shall be compounded monthly and will continue to be charged until full payment of Total Amount Due plus accrued interest.

"**Monthly Interest Rate**" or "**Interest Rate**" means the monthly revolving rate of interest used for computing the Monthly Interest Charge, as reflected in the Application Form, as may be amended from time to time.

"**Monthly Late Charge**" or "**Late Charge**" has the meaning ascribed to it in the Application Form.

"**Months to Pay**" means the remaining term of my outstanding loan/s.

"**Overdue Amount**" means the Minimum Amount Due billed in the previous Statement of Account that remains unpaid, wholly or partially, and needs to be settled immediately.

"**Payments**" means the total payments I made, including PDCs that cleared within the current statement period, and amounts debited from my Nominated Deposit Account and credited in favor of the Bank.

"**PDC Payment**" means the particular PDCs I submitted to the Bank upon loan availment, which will be deposited by the Bank to pay the corresponding Monthly Installment Amounts Due on the Payment Due Date of the current SOA. It is my responsibility to ensure that my Checking Account is funded during the clearing period of such PDCs.

"**Post Date**" means the date when the Bank records a transaction.

"**Post Dated Checks**" or "**PDCs**" means the particular post-dated-check/s I submitted to the Bank upon loan availment, which will be deposited by the Bank for clearing, to pay the corresponding Monthly Installment Amounts Due as stated in my SOA.

"**Statement Date**" means the date when the statement is generated.

"**Total Amount Due**" means total amount payable inclusive of the following:

i. Remaining unpaid balances from previous SOA including Overdue Amounts, if any;
ii. Billed fees (such as Disbursement Fee, Returned Check Fee, Closure Handling Fee) and DST, if any;
iii. Excess over Credit Limit as of Statement Date, if any;
iv. Monthly Installment Amounts Due, if any;
v. Late Charge and Interest Charge as of Statement Date, if any.

"**Total Amount Due This Month**" means the sum of the Monthly Installment Amount, and all other amounts due, for the particular Month covered by the SOA.

"**Transaction Date**" means the date when any new loan availment was approved, any fees and charges were imposed, or any Payments I made were received by the Bank.

"**Unbilled Installment Amount**" means the total unbilled monthly installments of my outstanding loan/s.

BORROWING

The Bank shall disburse the Net Proceeds of my loan to me in accordance with my request stated in the Application Form or advised by me over the phone either by:

a. Electronic transfer of funds to the bank account I specified; or
b. Cash disbursement from a designated branch of the Bank; or
c. Manager's Check either by delivery to the address I specified or pick-up from a designated branch of the Bank.

The Bank shall disburse the Net Proceeds of my loan to me as aforesaid within twelve (12) calendar days following the date of the call from the Bank in the mobile number specified by me in the Application Form or advised by me over the phone; provided, however, that the Bank shall in no case be liable for any delay in disbursement of my loan or in the encashment or deposit of the Manager's Check/s. I understand and agree that the electronic transfer of funds shall be subject to the policies and rules of the receiving bank specified by me.

OPERATION OF UNIONBANK PERSONAL LOAN ACCOUNT

a. I understand that I may operate my UnionBank Personal Loan account by availing cash at installment terms of up to ninety-six per cent (96%) of my Credit Limit and with a maximum of four (4) outstanding loan availments only.
b. I understand that the Bank shall set a Credit Limit in relation to my UnionBank Personal Loan account, from which I may draw loans, and that the Bank may, in its reasonable discretion, increase or decrease the Credit Limit of my UnionBank Personal Loan account at any time with reasonable notice to me, without prejudice to my right to decline any increases. The Credit Limit to be assigned to me will depend on my credit standing and is subject to UnionBank's credit underwriting policy. Unless the Bank otherwise approves or additional credit is granted to me, I must not carry out transactions which would result in the sum of the outstanding balance/s of my loan availments exceeding ninety-six per cent (96%) of the Credit Limit of my UnionBank Personal Loan account granted to me from time to time.
c. The Bank may, in its reasonable discretion, at any time, grant me additional credit beyond the Credit Limit of my UnionBank Personal Loan account upon such terms and conditions it may determine. The Bank reserves the right to withdraw or modify such additional credit granted with reasonable notice to me.
d. I agree and consent for the Bank to review and adjust my UnionBank Personal Loan Credit Limit in the Bank's absolute discretion in accordance with its credit and other policies.
e. I further understand that the Bank may, in its discretion, request for my Income Tax Return (ITR), Audited Financial Statements (AFS), and/or any other documents in support of my credit standing, or as conditions precedent before I can avail of the loan/s, and that it is my responsibility to provide the same.
f. For every loan availment, I understand that I will be required to submit corresponding PDCs amounting to the loan availed as indicated in the Disclosure Statement, or, if applicable, an Auto-Debit Enrollment Form required by my Nominated Depository Bank. The Disclosure Statement will be delivered to me or will be provided to me at the designated branch of the Bank where I chose to pick-up the Net Proceeds of my loan, in which case, I will be required to submit the PDCs or the Auto-Debit Enrollment Form.

The charging of the Approved Loan Amount is deferred for the first Statement of Account, and an initial interest will be charged in consideration of the longer payment period provided to me to repay the Approved Loan Amount. The Monthly Installment Amount Dues will be reflected on my second and succeeding Statements of Account after the approval date. The initial interest is computed based on the actual number of days from the approval date of your loan transaction to your first statement date after the said approval date. It will be charged on your first Statement of Account issued following the approval date. The initial interest is calculated by multiplying (i) the Approved Loan Amount, (ii) the applicable monthly Effective Interest Rate (EIR) and (iii) the number of days from the approval date to the first statement date; and dividing the total by thirty (30) days.

Submission of PDCs will be reflected as payment but will still be subject to clearing and settlement. The PDCs I submit will be applied as payment following the provision on Application of Payments section of this document. I must ensure that all PDCs are funded come the Payment Due Date provided in the SOA/e-SOA, or the maturity date I wrote on each PDCs I submitted, whichever comes first. I understand that on the first billing of each loan that I avail, all fees charged due to the availment of loan, such as the initial interest, Disbursement Fee and DST (if applicable), should be covered by the first PDC I submit as payment to such loan, while all other fees and outstanding billed items not covered by my PDC should be settled over the counter. I may refer to the table of fees and charges in the Application Form for reference.

Payments made via the Auto-Debit Arrangement will be credited to my UnionBank Personal Loan account upon receipt by the Bank of the debited amount from the Nominated Depository Bank where my Nominated Deposit Account is maintained. The debited amount will be applied as payment following the provision on Application of Payments section of this document. I must ensure that my Nominated Deposit Account will be funded on the Payment Due Date stated on my Statement of Account or on such dates as may be agreed upon between me and the Bank. I understand that on the first billing of each loan that I avail, all fees charged due to the availment of loan, such as the initial interest, Disbursement Fee and DST (if

applicable), will be debited from my Nominated Deposit Account on the first Payment Due Date. I may refer to the table of fees and charges in the Application Form for reference.

EVIDENCE OF AVAILMENT OF MY LOAN

My availment of loan shall be evidenced by the Manager's Check issued by the Bank, if any, and the acknowledgment receipts and other records of the Bank or any other bank evidencing the receipt, deposit or encashment of the Manager's Check or the electronic transfer of funds to my specified account, or disbursement as cash, as the case may be. The Bank shall have the right to keep all evidences of my loan availment from my UnionBank Personal Loan account. I acknowledge that in case of dispute, the above evidence and corresponding Statements of Account are valid proofs of my loan availment from my UnionBank Personal Loan account.

LOST, STOLEN OR DESTROYED MANAGER'S CHECK

In the event that the Manager's Check is lost, stolen or destroyed, I shall immediately report the same through a written notice submitted to the nearest branch of the Bank. I shall provide the Bank with an indemnity agreement or a bond of indemnity acceptable to the Bank protecting it against liability with respect to the lost, stolen or destroyed check in connection with any request which I may make for the issuance of a replacement Manager's Check.

REPAYMENT

I shall fully pay and liquidate my Total Loan Amount within the Loan Period, including fees, charges, and the Interest Charge as set forth in the Statements of Account, on the Payment Due Dates .

I shall pay all amounts due on my UnionBank Personal Loan account through any of the payment channels indicated in the SOA or such other separate payment brochures or similar communications as the Bank may deliver to me from time to time or as may otherwise be prescribed by the Bank.

Despite my awareness of Article 1252 of the Civil Code of the Philippines, I agree that, where I have more than one (1) obligation in favor of the Bank, regardless of the source and nature of said obligation, the Bank may decide the order of priority to be followed in terms of application of payment .

In the SOA given to me, I understand that I shall be liable to pay the outstanding Total Amount Due indicated on the SOA. I have the option to pay any of the following amounts on or before the Payment Due Date stated in the SOA:

a. the Total Amount Due,
b. the Minimum Amount Due, or
c. any amount in between the Total Amount Due and the Minimum Amount Due.

In any event, I must pay at least the Minimum Amount Due, which the Bank must receive on or before the Payment Due Date.

If the Total Amount Due is less than Five Hundred Pesos (PhP500) or is exactly Five Hundred Pesos (PhP500), I understand that the Total Amount Due will be considered the Minimum Amount Due that I will need to settle.

The unpaid balance of the Minimum Amount Due will be considered past due if unpaid after the Payment Due Date. I shall then be liable to pay Late Charge, penalty, interest and other charges incurred, as applicable. The Bank reserves the right to demand the obligation in full in case of default.

In case I have other credit facilities with the Bank, my agreement to this Terms and Conditions is considered authorization to the Bank, to apply , my Payments to any of my accounts at the option and sole discretion of the Bank and notify me once application has been completed. I give the same authority for the Bank, to likewise apply, payments I made or amounts due to me resulting from overpayments, to any of my outstanding obligations with the Bank.

In the event that I choose to pay via PDCs, I understand and agree that:

a. such PDCs will be reflected as payment on relevant dates but will still be subject to clearing and settlement. The PDCs I submitted will be applied as payment following the provision on Application of Payments section of this Terms and Conditions. I must ensure that all PDCs will be funded come the Payment Due Date stated on my SOA or the date I wrote on each PDCs, whichever comes first,
b. on the first billing of each Loan, the initial interest, Disbursement Fee and DST (if applicable), should be covered by the first PDC, while all other fees and outstanding billed items not covered by my PDC should be settled over the counter. I may refer to the table of fees and charges in the Application Form for reference.
c. checks used for payment will be credited to my account only upon collection in accordance with usual transit/clearing schedules for local and outstanding credits, net of charges from the drawee bank and the Bank's own charges,
d. when my account becomes delinquent due to dishonored checks or late/ missed payments of all outstanding billed items, the PDCs I submitted as Payments will be applied to the past due amounts first, followed by the current billed amounts, in accordance to the order of payment application as set out in Application of Payment section of this Terms and Conditions, and that my PDC Payments in this case will no longer be used as payment to the corresponding monthly installment of my outstanding loan/s that I submitted the PDCs for,
e. in case I have more than one (1) outstanding Loan to which I have submitted different sets of PDCs as payment, the PDCs will not be applied as payment to the Monthly Installment Amount Due for the specific outstanding Loan I submitted it for, and instead will be used as payment to the outstanding billed and past due items following the order of payment application mentioned in Application of Payment section of this Terms and Conditions. The same will be followed whether the status of my account is current, delinquent or in default.
f. in the event that any check payment hereunder shall be dishonored or returned unpaid for any reason whatsoever, I will pay a Returned Check Fee, in addition to any charges which my bank shall impose,
g. I should ensure that the PDCs submitted to the Bank are completely and correctly filled out (amount in words and figures are the same, amount in words and figures should be in accordance with the account's Amortization Schedule provided to me by the Bank, correct payee name, correct date, no alterations, etc.). I acknowledge that PDCs that contain erroneous entries and those with alterations even if countersigned by me are considered as defective.
h. I acknowledge and agree to the following: (1) it is my responsibility to contact the Bank to regularize PDCs with incomplete information or replace PDCs with erasures and/or alterations immediately before they become due, (2) that the Bank will destroy PDCs with erasures and/or alterations regardless of whether they are replaced, and (3) I should settle over the counter the amounts covered by PDCs with incomplete information that are not regularized or replaced once they mature or once I default in my payment obligations.

In the event that I choose to pay via the Auto-Debit Arrangement, I understand and agree that:

a. I undertake to sign the Auto-Debit Enrollment Form or any form as my Nominated Depository Bank may require to authorize the Auto-Debit Arrangement in relation to my UnionBank Personal Loan account. I represent and warrant that my Nominated Deposit Account is solely under my name, ownership, and control, and is free from any lien or encumbrance;

b. I authorize my Nominated Depository Bank to automatically debit from my Nominated Deposit Account the Total Amount Due on the relevant Payment Due Dates or when my Nominated Depository Bank receives the billing report from the Bank, and remit the said amount to the Bank.
c. on the first billing of each Loan, all fees charged due to the availment of loan, such as the the initial interest, Disbursement Fee and DST (if applicable), will be debited from my Nominated Deposit Account. I may refer to the table of fees and charges in the Application Form for reference;
d. the amount debited from my Nominated Deposit Account will be applied as payment following the Application of Payments section of this UnionBank Personal Loan Terms and Conditions. I undertake to ensure that my Nominated Deposit Account will be sufficiently funded on the Payment Due Dates as stated on my SOA or my Disclosure Statement, whichever is earlier. My Nominated Depository Bank will not debit from my Nominated Deposit Account if the amount available in such account is less than the Total Amount Due. As a result, my account may become delinquent or in default;
e. if I fail to make a payment on the relevant Payment Due Dates as a result of insufficient funding or any issue arising from the Auto-Debit Arrangement with no fault or gross negligence on the part of the Bank, I will be liable to pay the applicable Monthly Interest and Late Charges on the Overdue Amount.

I undertake to pay the Total Amount Due, including the applicable Monthly Interest and Late Charges over the counter or via the Bank's payment centers at least five (5) banking days before the immediately succeeding Payment Due Date. Payments made over the counter or via the Bank's payment centers will be applied as payment following the Application of Payments section of this UnionBank Personal Loan Terms and Conditions. As such, partial payments will not necessarily be applied as payment for the Monthly Installment or any amount due nearest to the date when my Nominated Deposit Account was supposed to be debited, nor, in the case of multiple loans, to the specific outstanding Loan for which partial payment was made.

If I fail to pay over the counter or via the Bank's payment centers at least five (5) days before my immediately succeeding Payment Due Date, I shall fund my Nominated Deposit Account with an amount equivalent to the Total Amount Due, which includes the Overdue Amounts, Monthly Interest and Late Charges, and the billed Monthly Installment Amount Due on or before the immediately succeeding Payment Due Date. I authorize my Nominated Depository Bank to debit my Nominated Deposit Account with the said Total Amount Due on the succeeding Payment Due Date or upon receipt of the billing report from the Bank. My Nominated Depository Bank will not debit from my Nominated Deposit Account if the amount available in such account is less than the Total Amount Due. As a result, my account may continue to be delinquent or in default. If my Loan/s become/s due and demandable in full, I acknowledge and agree that I will automatically be de-enrolled from the Auto-Debit Arrangement. I shall settle all Outstanding Amount and applicable late fees and charges over the counter or via the Bank's payment centers;
f. if I intend to terminate the Auto-Debit Arrangement with my Nominated Depository Bank or close my Nominated Deposit Account for any reason, I acknowledge and agree to the following: (1) I will advise the Bank about my intention within thirty (30) days prior to the effectivity date of the termination or closure, and (2) I will submit PDCs to be applied as Payment for the remaining tenor of my Loan/s within thirty (30) days prior to the next applicable Payment Due Date, and (3) if fail to submit the required PDCs, the Bank may, without notifying me, suspend or close cancel and revoke my right to use my UnionBank Personal Loan account, and my total outstanding balance will become due and demandable immediately.
g. I acknowledge and agree to the following that: (1) it is my responsibility to contact the Bank to regularize the details of the Auto-Debit Enrollment Form for any incomplete information regarding my Nominated Deposit Account before any payment becomes due, (2) if I default in my payment obligations because I failed to complete the details of my Nominated Deposit Account or if I supply the Bank with incomplete information about my Nominated Deposit Account or if the Auto-Debit Enrollment Form is rejected by my Nominated Depository Bank, I should settle any amounts due, including applicable late fees and charges, on the relevant Payment Due Date at any payment center of the Bank, and (3) if my enrollment for Auto-Debit Arrangement continues to be rejected,

I will submit PDCs covering the remaining tenor of my Loan/s within thirty (30) days prior to the next applicable Payment Due Date, and the provisions of this Terms and Conditions on PDCs shall apply.

I understand and agree that if I pay more than the Total Amount Due, the excess amount will be credited as payment to any unbilled fees and charges, and any remaining excess payment will be credited against the Total Amount Due reflected on my next SOA. The Principal and Interest portions of my Monthly Installments will not be adjusted for any payment in excess of the Total Amount Due on a given statement. A sample computation on how payments are applied on my UnionBank Personal Loan account is illustrated below:

Monthly SOA is every fifteenth (15th) of the month
Monthly Installment Amount Due = Five Thousand Pesos (PhP5,000.00)
Total Amount Due on October 15 SOA = Five Thousand Pesos (PhP5,000.00)
Payment on October 30 = Fifteen Thousand Pesos (PhP15,000.00)
Applied payment = Five Thousand Pesos (PhP5,000.00)
Payment in excess of Total Amount Due = Ten Thousand Pesos (PhP10,000.00)
Total Amount Due on November 15 SOA = Seven Thousand Pesos (PhP7,000.00)
Applied payment = Seven Thousand Pesos (PhP7,000.00)
Payment in excess of Total Amount Due = Three Thousand Pesos (PhP3,000.00)

CHANGE IN CIRCUMSTANCES

I hereby agree that the sum outstanding and payable under the Loan Documents may be increased or decreased, should there be a change in the prevailing cost of money at any given time, or there be any law, circular, rule or regulation enacted, issued or promulgated which has an upward or downward effect on the cost of funds to the Bank. In the event of an increase, I hereby agree to pay the differential which may be debited from my account, and if requested by the Bank, to execute replacement Loan Documents. Should there be a decrease, I agree that the differential, if any shall be applied and credited to my account. I agree that the changes are binding on me upon the effectivity date set forth in the notice, and such notification may be by display or posting in the Bank's premises, website and other channels, or by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable.

I further agree that the sum herein stipulated shall likewise be subject to a proportionate upward adjustment in the event of an extraordinary decrease in the effective values of purchasing power of the Philippine Currency. A decrease at anytime of at least fifteen per cent (15%) in the effective value of the purchasing power of the Philippine Currency as determined by the Bangko Sentral ng Pilipinas (BSP) (or by other offices or agencies of the Philippine Government, should the figures of the BSP not be available) shall be regarded as an extraordinary decrease in the effective value of the purchasing power of the Philippine Currency.

I agree that if any of the conditions mentioned in the two preceding paragraphs should happen, the Bank shall make the necessary adjustments in the sum outstanding and payable under the Loan Documents, except for manifest error in the computation of the said adjustment. If there is a disagreement in the adjustment, I shall prepay or pre-terminate the obligation under the Loan Documents. I agree that in the event of prepayment of the amount due under the Loan Documents for any reason, I shall reimburse the Bank upon its demand for any and all expenses which the Bank may incur as a result of or in connection with such prepayment.

PREPAYMENT AND OVERPAYMENT

I may, upon prior notice to the Bank, prepay the outstanding principal of my loan, together with accrued interest thereon from the posting date of the last Monthly Installment Amount to the date of prepayment and Closure Handling Fee, without any penalty. I hereby agree that the outstanding balance of my loan shall be determined using the ACR. As a condition for such prepayment, I shall pay all outstanding amounts due in respect of my UnionBank Personal Loan account, including, but not limited to, outstanding amounts for principal, accrued interest, Closure Handling Fee, Late Charge, Returned Check Fee and other fees and charges hereunder and reimburse the Bank upon its demand for any and all expenses which the Bank may incur as a result of or in connection with such prepayment.

I hereby agree that any unpaid dues in connection with such prepayment are still subject to Late Charge and delinquency ageing, as long as my loan remains outstanding.

I understand that I may request to refund any overpayment by calling UnionBank Customer Service. I hereby agree that the Bank may deduct from the proceeds of the amount due to me any and all expenses it will incur in connection with processing such refund.

CREDIT BALANCE

UnionBank Personal Loan is not designed or intended to store funds and have a credit balance, whether due to overpayment or for any other reason. A UnionBank Personal Loan account has a credit balance where the payments made to, or the credits reflected on the account exceeds the total unpaid balance. A credit balance will not earn interest.

I agree not to make a payment which would cause my UnionBank Personal Loan account to reflect a credit balance.

If the credit balance on my UnionBank Personal Loan account exceeds the threshold amount set by UnionBank policies, applicable laws and regulations, including the US Foreign Account Tax Compliance Act (FATCA), the Bank will notify me and return the entire credit balance amount.

The turnaround time for the return and the amount of credit balance to be returned shall be in accordance with UnionBank processes and the provisions of applicable laws and regulations, including the FATCA.

The Bank will return the credit balance to my deposit account at UnionBank, which is solely under my name, or through a Manager’s check issued in my name that will be delivered to my registered address in their records.

INTEREST AND CHARGES ON MY UNIONBANK PERSONAL LOAN

A. I understand that:
   i. I shall pay the interest component of my Monthly Installment Amount Due.
   ii. I agree that charging of my Approved Loan Amount is deferred for the first Statement of Account, and I acknowledge that I will pay an initial interest in consideration of the longer payment period provided to repay the Approved Loan Amount. The Monthly Installments Due will be reflected on the second and succeeding Statements of Account after the approval date.
   iii. The initial interest is computed based on the actual number of days from the approval date of my Approved Loan Amount to my first statement date after the said approval date. It will be charged on my first Statement of Account issued following the approval date. The initial interest is calculated by multiplying (i) the Approved Loan Amount, (ii) the applicable monthly Effective Interest Rate (EIR) and (iii) the number of days from the approval date to the first statement date; and dividing the total by thirty (30) days.
   iv. I shall also pay interest, which shall accrue daily at the prevailing Interest Rate for UnionBank Personal Loan accounts and for any additional credit that the Bank may grant based on a three

hundred sixty (360)-day year on the end-of-day outstanding debit balance each day, from the Transaction Date until the date when full payment of the UnionBank Personal Loan outstanding balance is received by the Bank. Such interest shall be compounded monthly and the Bank shall be entitled, at its reasonable discretion, to vary the Minimum Amount Due at any time and from time to time upon sixty (60) days prior notice and the same shall be conclusive and binding on me. The interest will continue to accrue until full payment for the interest billed plus accrued interest has been paid off. The interest which has accrued up to the date of the UnionBank Personal Loan statement shall be specified in the UnionBank Personal Loan statement. Fees associated with the loan are posted as such and must be settled through over the counter payment. Non-payment of the billed fees and charges before the Payment Due Date will be subject to the Interest Rate as above specified.

v. If the minimum payment specified in any earlier UnionBank Personal Loan statement or such part of the UnionBank Personal Loan outstanding balance shown in such UnionBank Personal Loan statement or in any other statement issued by the Bank relating to the additional credit granted to me is not received by the Bank in full on or before the Payment Due Date specified in such statement or otherwise notified to the Bank, as the case may be, I shall pay Late Charge determined by the Bank and notified by the Bank to me from time to time.

vi. In case I missed to pay the Minimum Amount Due on the Payment Due Date stated in my UnionBank Personal Loan SOA for three (3) consecutive months, my UnionBank Personal Loan account will be considered in default and the unbilled principal component of the Total Loan Amount of my outstanding loan/s will be billed in full on my next SOA. I understand that the billed in full amount will be subject to the prevailing Interest Rate for UnionBank Personal Loan accounts together with the unpaid billed fees and charges, which I shall be liable to pay in full. I also understand that non-payment of the remaining billed unpaid Monthly Installment Amounts Due on the Payment Due Date stated in my SOA after my outstanding loan/s were billed in full will start incurring interest at the prevailing Interest Rate for UnionBank Personal Loan accounts on the billed unpaid principal component of such remaining unpaid Monthly Installment Amounts Due. Such interest shall be compounded monthly.

vii. I authorize the Bank to contact me (using the details I provided in the UnionBank Personal Loan Application Form or advised by me over the phone) at any time via the telephone, electronic mail or by SMS provided by telecommunications providers, or such other means, to inform me of any matter relating to my UnionBank Personal Loan account including informing me that my UnionBank Personal Loan outstanding balance is past the relevant Payment Due Date.

B. I shall be liable to pay a service charge or administrative fee, for any service provided by the Bank (including without limitation, maintaining my inactive UnionBank Personal Loan account or sending me copies of past UnionBank Personal Loan statements) or any action taken by the Bank in carrying out any instructions or requests received from me relating to the operation of my UnionBank Personal Loan account, whether such services or actions are referred to or contemplated in these Terms and Conditions or otherwise;

C. I understand that the Bank shall be entitled, in its reasonable discretion, to vary or determine, from time to time, the amounts, rates, types and/ or basis of calculation of all interest, fees and charges payable by me with reasonable notice and the same may be debited from my UnionBank Personal Loan account or shall be payable by me upon demand or at such time as the Bank may deem fit. For the avoidance of doubt and without limiting the foregoing, I agree that the Bank shall be entitled to increase the Interest Rate on my UnionBank Personal Loan account, at such times, for such periods and to such rates as the Bank deems fit with reasonable notice to me.

STATEMENTS OF ACCOUNT

I understand that I will be receiving a SOA monthly. In such instances, the Bank shall deliver each Month to the mailing or email address specified by me in the Application Form, a SOA which will specify the

Payment Due Date, the Total Amount Due, the Minimum Amount Due, the Monthly Installment Amount Due and all other amounts due for the month and number of remaining unbilled installments, together with all other relevant details of my UnionBank Personal Loan account. I understand that any payment I make on my UnionBank Personal Loan account shall be applied to any outstanding billed items in accordance with the section on Application of Payments even before the Payment Due Date.

In the event of an error appearing in the SOA, I agree to immediately notify the Bank in writing of said error. If no error is reported within thirty (30) days from the date of the SOA, I agree and confirm that the SOA is true and correct and that I am therefore liable to pay the amount stated therein as the "Total Amount Due This Month". I agree that, notwithstanding anything to the contrary herein, non-receipt of the SOA prior to the relevant monthly Payment Due Date shall not relieve me of my obligation to pay the Monthly Installment Amount Due and all other amounts due on such date.

If I notify the Bank of an error in the SOA within the period prescribed above, I shall not be liable to pay the disputed amount while the Bank is investigating the same, but I am liable to pay such undisputed portion of the "Total Amount Due this Month" on or before the Payment Due Date stated in such SOA. If, after investigation, the Bank acknowledges the error in the SOA, I shall not be liable to pay the Interest Charge and other fees related to the disputed amount only. Otherwise, I am liable to pay the disputed amount as well as all the corresponding Interest Charge and other fees due.

In reporting such error, all my written communications, requests or reports with regard thereto must be personally delivered or sent by registered mail to the Bank, and should contain the following information:

a. my name and Account Number;
b. amount of the error, if any;
c. a description of the error claimed to have been made; and
d. my signature.

I agree that, in the absence of manifest error, the records of the Bank shall be conclusive evidence of all amounts due from me under the Loan Documents.

ACCEPTANCE OF PAYMENT

I understand that checks used for payment will be posted to my account only upon collection as per usual clearing schedules for local and outstanding credits, net of charges from the Bank and the drawee bank.

Acceptance by the Bank of any Payments made after the Payment Due Date shall not be construed as extending the Payment Due Date or as modification of any of the conditions of any of the Loan Documents.

Any and all Payments (including pre-payments) on my UnionBank Personal Loan Account, whether in the form of cash I made over the counter or via electronic transfer or via Auto-Debit Arrangement or PDCs I submitted as payment to my outstanding loan/s, shall be applied to the following items in the order they are listed:

i. Billed and past due Monthly Interest Charge on unpaid principal component of past due Monthly Installment Amounts
ii. Interest component of billed and past due Monthly Installment Amounts Due
iii. Principal component of billed and past due Monthly Installment Amounts Due
iv. Billed and past due DST
v. Monthly Interest Charge on unpaid interest, fees and charges
vi. Billed and past due fees or service charges (e.g. Disbursement Fee and Closure Handling Fee)
vii. Billed and past due Monthly Late Charge
viii. Billed and past due Returned Check Fees
ix. Billed and past due credit insurance charges (if any)
x. Billed in full principal component of my loan/s (if any)

In case the account reaches one hundred eighty (180) days past due, any and all Payments shall be applied to the following items in the order they are listed:

i. Principal component of billed and past due Monthly Installment Amounts Due
ii. Billed and past due Monthly Interest Charge on unpaid principal component of past due Monthly Installment Amounts
iii. Interest component of billed and past due Monthly Installment Amounts Due
iv. Billed and past due DST
v. Monthly Interest Charge on unpaid interest, fees and charges
vi. Billed and past due fees or service charges (e.g. Disbursement Fee and Closure Handling Fee)
vii. Billed and past due Monthly Late Charge
viii. Billed and past due Returned Check Fees
ix. Billed and past due credit insurance charges (if any)
x. Billed in full principal component of my loan/s (if any)

LOAN AMORTIZATION CALCULATION

I understand that the computation of my loan amortization shall be on diminishing balance basis, under which the allocation of Payments to principal and interest components of my Monthly Installment Amounts Due over the Loan Period is not equal.

I also understand that the charging of my Approved Loan Amount is deferred for the first Statement of Account, and I acknowledge that I will pay an initial interest in consideration of the longer payment period provided to repay the Approved Loan Amount. The Monthly Installments Due will be reflected on the second and succeeding Statements of Account after the approval date.

The initial interest is computed based on the actual number of days from the approval date of my Approved Loan Amount to my first statement date after the said approval date. It will be charged on my first Statement of Account issued following the approval date. The initial interest is calculated by multiplying (i) the Approved Loan Amount, (ii) the applicable monthly Effective Interest Rate (EIR) and (iii) the number of days from the approval date to the first statement date; and dividing the total by thirty (30) days.

A sample calculation is illustrated below:

- Approved Loan Amount: Sixty-Five Thousand Pesos (PhP65,000)
- Loan Period: Twelve (12) months
- Annual Contractual Rate: Twenty-Nine 9/100 per cent (29.9%)
- Effective Annual Interest Rate: Thirty-Eight 98/100 per cent (40.19%)
- Loan Period Commencement Date: March 24, 2023
- Next Statement Date: April 12, 2023

The Annual Contractual Rate is the interest charged on my loan based on a three hundred sixty (360)-day period.

The formula for computing the Effective Annual Interest Rate is:
Effective Annual Interest Rate = ((1+IRR(Cash Flow))^12) – 1

Installment	Approved Loan Amount	Principal	Interest	Other Bank Charges*	Monthly Installment Amount Due	Cash Flow	Outstanding Principal Balance

	65,000.00					65,000.00	65,000.00
0			1,025.74	2,237.50		-3,263.24	65,000.00
1		4,713.88	1,619.58		6,333.47	-6,333.47	60,286.12
2		4,831.34	1,502.13		6,333.47	-6,333.47	55,454.78
3		4,951.72	1,381.75		6,333.47	-6,333.47	50,503.06
4		5,075.10	1,258.37		6,333.47	-6,333.47	45,427.96
5		5,201.55	1,131.91		6,333.47	-6,333.47	40,226.41
6		5,331.16	1,002.31		6,333.47	-6,333.47	34,895.25
7		5,463.99	869.47		6,333.47	-6,333.47	29,431.26
8		5,600.14	733.33		6,333.47	-6,333.47	23,831.12
9		5,739.67	593.79		6,333.47	-6,333.47	18,091.45
10		5,882.69	450.78		6,333.47	-6,333.47	12,208.76
11		6,029.26	304.20		6,333.47	-6,333.47	6,179.49
12		6,179.49	153.97		6,333.47	-6,333.47	0.00

TAXES, EXPENSES, FEES AND CHARGES

I agree that any and all taxes which may be due and payable on account of or with respect to my UnionBank Personal Loan account, as well as any processing or other fees charged by the Bank, shall be borne by me and will be for my sole account. I agree to shoulder any and all fees charged by the bank to which I have instructed the Bank to transfer the proceeds of the loan/s I availed on my UnionBank Personal Loan account in connection with the disbursement of such loan/s I availed through electronic transfer of funds. In the event that I pay any amount due under my UnionBank Personal Loan account by way of a check and such check is returned or dishonored by the drawee bank, I shall pay the Bank a Returned Check Fee in an amount communicated to me in my SOA. I further agree to pay such other fees and charges in connection with the loan/s I availed on my UnionBank Personal Loan account that may be imposed by the Bank at its option and communicated to me in my Statements of Account. I agree that the amount of the said fees may be revised from time to time, as the Bank may deem necessary.

WARRANTIES AND COVENANTS

I hereby warrant that my UnionBank Personal Loan may be used only for the purpose set forth in my Application Form and/or in the Disclosure Statement.

I hereby further warrant that I shall not use the loan/s I availed on my UnionBank Personal Loan account or any portion thereof to pay any other monies owed by me to the Bank or its affiliates.

I understand that the Bank prohibits the use of proceeds from unsecured credit facilities or loans for investment into UnionBank wealth management products. I hereby confirm that if approved, the proceeds from my UnionBank Personal Loan account will not be used for subscription into UnionBank -offered wealth management and insurance products. In the event that the proceeds have been used for these purposes, the Bank shall be entitled to do all acts and things necessary to comply with the Bank's policies, including but not limited to liquidating my holdings of investments/insurance at that time. I agree to bear all costs and expenses that the Bank may incur as a result.

I agree that in the case of default or breach in any contract or evidence of indebtedness to one or more UnionBank Card account/s, UnionBank Personal Loan account or other credit facilities issued by the Bank, subsidiaries and affiliates, the Bank may cancel my UnionBank Card/s, UnionBank Personal Loan, and other credit facilities. The Bank shall provide me with notice within such period prescribed by law or regulation, or in accordance with the notification period set forth in the relevant agreement / terms and conditions of the product /service I availed.

I shall be obliged to pay the Bank (which I agree to pay as evidenced by my receiving the proceeds of the loan/s I availed on my UnionBank Personal Loan account) the following amounts: (i) my Total Loan Amount, and (ii) all other amounts (including taxes and other fees, expenses and charges debited or applied by the Bank) payable under the Loan Documents.

I hereby agree to submit to the Bank a photocopy of all pages of my latest Income Tax Return or any legally acceptable equivalent in lieu thereof every year for so long as my UnionBank Personal Loan account is active or any portion thereof remains outstanding. I acknowledge that the Bank has agreed to enter into the Loan Documents in reliance upon my representations and warranties contained in the Loan Documents.

DEFAULT

Default – I shall be considered in default in my UnionBank Personal Loan account in the event that:

a. I default in payment of any amount due on any due date under the Loan Documents and SOA of my UnionBank Personal Loan;
b. Any representation or warranty made by me in connection with the Loan Documents proves to have been incorrect or misleading in any material respect;
c. The Bank believes, on reasonable grounds, that it was induced by fraudulent misrepresentation to grant the UnionBank Personal Loan account or credit facility in my favor;
d. My outstanding availment and the fees and charges exceeds my Credit Limit;
e. I am in default under or fail to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which I executed or were otherwise issued by the Bank in connection with any credit and loan facilities granted by the Bank or its subsidiaries or affiliates or another financial institution or other lender in my favor;
f. I violate any of the terms and conditions of any contract with any bank or other persons, corporations, entities, for the payment of borrowed money or any other events of default occur under such contract;
g. I apply for voluntary or involuntary relief under any bankruptcy or insolvency law;
h. Any person by legal process, whether by way of garnishment, attachment, seizure, execution or some other means, attempts to take my money or any of my properties, real or personal;
i. I fail to observe any of the terms and conditions governing UnionBank, UnionBank Personal Loan, UnionBank Online, UnionBank Electronic Statement, and UnionBank Customer Service, or their successor facility, platforms and programs;
j. Any situation occurs which, in the opinion of the Bank, gives reasonable grounds to believe that my financial condition or my ability to perform my obligations under the Loan Documents has been or will be materially or adversely affected.

k. I am charged with, convicted of or under investigation by competent government authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) or other laws or regulations relating to bank transactions or the Bank has prima facie evidence to charge me with a violation of any of the provisions of such laws or regulations.

CONSEQUENCES OF DEFAULT

In case of default in any of my obligations on one or more of the Bank's credit facilities or any of my credit facilities with another bank, credit card company, or financial institution as reported in or by the credit bureau or institution or credit information service provider, banks, credit card company or financial institution, the Bank may, at its sole option or discretion, subject only to notification after, cancel my UnionBank Personal Loan account and/or other credit facilities or revoke my right to use all or any of my credit facilities with the Bank, and declare the Total Amount Due under the UnionBank Personal Loan account to be forthwith due and demandable, whereupon the same shall become immediately due and payable.I agree that there is no need for presentment, demand, protest or any additional notice of any kind,. The amount certified by the Bank as the amount outstanding shall be prima facie evidence of the amount due from me as of the date thereof.

I shall also be liable to pay interest and Late Charge as applicable. Once I exceed my Credit Limit or fail to pay any amount due or the Minimum Amount Due on a Payment Due Date, my UnionBank Personal Loan account will be considered "delinquent". In the event of any future delinquency, I authorize the Bank to report and/or include my name in the negative listings of any credit bureau or institution, credit information service provider or other banks, credit card companies or financial institutions.

OTHER CONSEQUENCES OF DEFAULT

If any Monthly Installment Amounts Due are not fully paid on Payment Due Date, the unpaid amount shall be subject to the Late Charge of six per cent (6%) of outstanding due or Five Hundred Pesos (PhP500) per month, whichever is higher, to be computed from Payment Due Date until full payment of the obligation.

In addition to Late and Interest Charges, if my account is referred to a collection service provider and/or a lawyer, I agree to pay the cost of collection, attorney's fees, and other litigation expenses, based on my Total Amount Due.

Without prejudice to the right of the Bank to file the appropriate legal proceedings (including the remedy of attachment or garnishment, whenever applicable), I agree to pay a Returned Check Fee, in addition to any charges which my drawee bank shall impose, in the event that any check payment hereunder shall be dishonored or returned unpaid for any reason whatsoever.

The right of the Bank to collect the foregoing fees shall be without prejudice to its right to accelerate the maturity of the loan and require the payment of all amounts outstanding under the UnionBank Personal Loan account for my failure to pay any Minimum Amount Due hereunder.

I likewise agree that in case of default hereunder, the Bank may appoint or designate a representative, agent or attorney-in–fact, including third party collection agency, to perform any and all acts which may be required or necessary to enforce its rights under the UnionBank Personal Loan and any security given thereon. In the event that the Bank shall refer my UnionBank Personal Loan account to a collection agency or shall transfer my said account from one collection agency to another, I understand that the Bank shall provide me with notification at least seven (7) days prior to the actual endorsement of my said account to a collection agency or from one collection agency to another. Such notification shall include the full name of the collection agency and its contact details. For such purposes, I hereby give my consent to the

disclosure of all relevant information in connection with my UnionBank Personal Loan account to such authorized representative, agent or attorney-in-fact, and I agree to hold the Bank free and harmless against any and all damage, cost or liability to me arising from such disclosure in accordance with the consent I have given under this Terms and Conditions and the Bank's Data Privacy Statement. In case of default, the Bank may take any action or file any appropriate legal proceedings (including the remedy of attachment or garnishment, whenever applicable) against me, in accordance with Philippine laws, in order to take claim, repossess or recover the property or properties purchased or financed by the proceeds of the loan/s I availed on my UnionBank Personal Loan account, or any of my properties, real or personal, in payment of all or part of my outstanding obligations under the UnionBank Personal Loan.

RIGHT TO OFFSET

Should my obligations under this agreement become past due the Payment Due Date pursuant to applicable bank policies, the Bank is hereby authorized to offset, apply, or withhold as security all my monies and liquidated properties which may have been deposited with the Bank or are now or may hereafter come into the possession or under the control of the Bank for any reason (collectively, the "Funds") and/or debit my account(s) for any and all obligations incurred or in the future may be incurred by me in favor of the Bank or as may be required by law or legal processes, such as but not limited to unpaid transactions, interest, penalties, and charges for so much thereof as will be sufficient to pay the said obligations to the extent of the amounts due, with full power of substitution/delegation to convert the Funds into Philippine Peso if denominated in foreign currency at the prevailing exchange rate at the time of offset. This authority extends to all transactions whether covered by promissory notes or other credit agreements between me and the Bank whether currently in effect or hereafter contracted, that creates a creditor-debtor relationship between us.

I hereby authorize the Bank to debit the said amount plus interest and charges, if any, from the time the amount becomes due to the Bank, from any account in my name, whether singly or jointly with others, without prejudice to the Bank's exercise of its rights and remedies under the law for the recovery of the amounts due in the event that such right to debit cannot be enforced against the accounts for any reason. I hereby further authorize the Bank to sell in any public or private sale any of my properties and to apply the proceeds of the sale to the payment of any of my obligations to the Bank. I shall hold the Bank free and harmless from any and all claims, liability, loss, damages, fees, and charges, resulting from such consequent debiting of the Account

DEACTIVATION OF CREDIT FACILITY

Upon my default or delinquency, I understand that if I have other credit facilities with the Bank including credit facilities with the Bank's affiliates (e.g. loan accounts, credit cards including supplements, and other credit facilities), these accounts shall be blocked or deactivated from further use even if these accounts are in good credit standing.

LIMITATION OF LIABILITY

I agree that the Bank's liability under this agreement, if any, shall not exceed Three Thousand Pesos (PhP3,000.00); provided that, in any action arising from this agreement or any incident thereto which I or any other party may file against the Bank, in no event shall the maximum liability of the Bank exceed Thirty Thousand Pesos (PhP30,000.00), except when the Bank is found to be guilty of willful misconduct.

WITHHOLDING, BLOCKING AND PREVENTION OF PERFORMANCE

If you are a U.S. person, you will identify yourself as one, provide your U.S. taxpayer identification number and other pertinent information as provided in the applicable Internal Revenue Service (IRS) forms such as W-8 and W-9, and comply with documentation requirements per U.S. regulations. You declare under penalties of perjury that:

i. The U.S. tax identification number you indicate is true and correct; and
ii. You agree to waive any bank secrecy, privacy or data protection rights related to your Accounts.

By opening an Account, you consent to and authorize the use by the Bank of the information you provide so that the Bank may comply with applicable foreign laws including but not limited to the Foreign Account Tax Compliance Act (FATCA). You agree and accept that, as a Philippine financial institution (PFI), the Bank's sole obligation under the FATCA is to report your Accounts to the IRS as soon as the implementing rules and regulations are in effect and the mechanism to report is already available to the Bank. The Bank is not required to,and will not withhold any amount due to the IRS nor provide any completed IRS forms on your foreign financial asset reporting.

The Bank will not be responsible for any failure to perform any of its obligations with respect to any product or service offered here if such performance would result in a breach of any Government Requirement or if its performance is prevented, hindered or delayed by a Force Majeure Event. In such case the Bank's obligations will be suspended for so long as the Force Majeure Event continues (and, in the case of the Bank, no other branch or affiliate shall become liable). The Bank will not be responsible for any action taken to comply with economic sanctions or Government Requirement (and no other branch or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the Bank's control, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any communication, clearing or payment system, sabotage, fire, flood, explosion, acts of God, economic sanctions, Government Requirements, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or similar institutions.

COMMUNICATIONS AND RECORDING

Telephone Communications

By contacting UnionBank Customer Service, by providing my phone numbers to the Bank, and by calling or accepting calls from the Bank or its service providers in connection with my UnionBank Personal Loan account, I authorize the Bank and its service providers to record, store, replay, and share with any third party all conversations with me and/or on my phone numbers/lines, including calls with the Bank's service providers and with any person who may answer the phone on my behalf. I agree that these records may be used by the Bank or its service providers for any lawful purpose, particularly as evidence in any proceeding, judicial or administrative. I am responsible for informing any person who may answer the phone on my behalf, as my representative, that the Bank and its service providers shall record, replay and use the calls with him or her and that this is being done with my authorization.

I agree that the Bank and its service providers are not liable for any loss, damage or expense that results from the Bank's or its service providers' actions on any telephone instructions or communications made after the Bank or any of its service providers has verified my identity either through my Telephone PIN (TPIN) or through the Bank's or its service providers' verification process. I shall indemnify the Bank and its service providers against any loss, damage, cost and fees that they may suffer arising from them so acting

Electronic Message

I agree that the Bank may communicate with me through SMS, email, social media and instant messaging applications, or any other means of communication, for prompts, reminders and notices concerning my UnionBank Personal Loan account ("Electronic Message"). Electronic Messages are sent to me for convenience, information, notification or demand purposes. The Bank does not guarantee the timely delivery or accuracy of an Electronic Message; it may not be current at the time of delivery due to delivery lag time. I agree that each Electronic Message may be sent to me without being encrypted and may include my personal and UnionBank Personal Loan account information. It is my responsibility to ensure the security of my mobile phone, email account, and computer/electronic devices, and to inform the Bank of any changes to my mobile phone number and email address in a timely manner. In the absence of fault, gross negligence or willful misconduct solely and exclusively attributable to the Bank, I agree to hold the Bank free and harmless against any and all liability, administrative, civil or criminal, including those that relate to any secrecy laws or regulations, if any Electronic Message is viewed or accessed by any other person, as well as against any liability resulting from my failure to update my mobile number or email address with the Bank, rendering the Bank unable to send Electronic Messages to me.

CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION

I agree that by signing this document, my application, maintenance, or continued use of any of the Bank's products and services shall be my acceptance and agreement to be bound by the provisions of the Bank's Data Privacy Statement (DPS) found at https://www.unionbankph.com/privacy-security.

I agree to authorize the Bank to collect, use, and share Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data, and account or transaction information or records (collectively, the "Information") provided, and where permitted by law, to share it with: (i) Aboitiz Company, Inc.; (ii) Aboitiz Equity Ventures; and (iii) the Bank, including their respective subsidiaries and affiliates (collectively, the "Aboitiz Group") for cross-selling and for the following purposes: (a) purposes as set out in the DPS in force; (b) to identify and inform me of products and services provided by the Aboitiz Group that may be of interest to me; (c) for compliance to any law, regulations, government requirement, treaty, agreement, policy or as required by or for the purpose of any court legal process, examination, inquiry, audit, or investigation of any authority. This applies notwithstanding any non-disclosure agreement.

Pursuant to Republic Act 9510 otherwise known as "the Credit Information System Act" and its Implementing Rules and Regulations, I acknowledge that the Bank is mandated to submit or disclose my basic credit data to the Credit Information Corporation (CIC) as well as any updates or corrections thereof, and share said basic data with other lenders / financial institutions authorized by the CIC. I am aware that I may communicate directly with the Bank's Data Protection Officer by contacting dpo@unionbankph.com

NOTICES

Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions may be served on me (or my personal representatives) personally or by sending it by pre-paid airmail or local mail or via facsimile or Email or SMS at the address or number specified by me in my Application Form or advised by me over the phone. Such statement, advice, confirmation, demand or other correspondence shall be deemed received, if sent by mail, on the seventh (7th) day after mailing, or, if sent by courier or personal delivery, on the day it was delivered or if by facsimile transmission, upon receipt of the confirmation of the facsimile or if by Email or SMS, on the day it was sent. If sent by courier or personal delivery, the same shall be deemed delivered to me if received by any adult at the address specified by me in my Application Form who presents a valid identification card. If I wish to send any communication to the Bank, I should first contact UnionBank Customer Service.

CLIENT INFORMATION AND UPDATING

To help prevent money laundering and terrorist financing, Philippine laws and regulations, as well as internal policy, require the Bank to obtain, verify, and record information that identifies each person who opens an account with the Bank. This means that when I open an account with the Bank, the Bank will ask for my name, address, date of birth, and other information that will allow it to identify me. The Bank may also ask to see a photo ID or other identifying documents.

I understand that I must notify the Bank immediately of any change to my mailing address (residence and/or office), email address, and/or phone numbers (landline and/or mobile), and other relevant information to avoid delays or failure in the delivery of my SOA, Loan Disclosure Statement, Loan Proceeds via Manager's Check Delivery, or other notices. I may notify the Bank of such changes through UnionBank Online (www.unionbankph.com), UnionBank Customer Service or by sending my contact information change request to P.O. Box 153, Manila Central Post Office, 1000 Manila (Attention: Asset Operations).

The Bank must be able to verify my preferred mailing and/or email address. If the Bank is unable to verify my preferred mailing and/or email address, the Bank may deliver my UnionBank Personal Loan proceeds and SOAs to any of the verified addresses on my Application Form.

The Bank shall not be responsible for any consequences that may arise due to my inability to receive any SOA or to pay my outstanding Loan Obligations as a result of my failure to notify the Bank in a timely manner of any change in my mailing or email address or contact or other information.

I shall also provide the Bank with such information and documents as the Bank may require from time to time and shall update that information as required by the Bank from time to time, to enable the Bank or any affiliate of the Bank to comply with any law or regulation or any Government Requirement.

It is my responsibility to notify the Bank of any change in my other information, such as civil status, citizenship, employment details and income. I agree to submit (i) my Income Tax Return, whether I am a salaried employee or self-employed; (ii) additionally my Audited Financial Statements if I am self-employed; (iii) Certificate of Employment if I am a salaried employee; and (iv) other documents (collectively "Income Documents") annually.

INDEMNITY

I will compensate the Bank for and hold the Bank harmless against any reasonably incurred losses, damage, liability, cost and expense which the Bank may incur or suffer (including legal costs) as a result of or in connection with my UnionBank Personal Loan account, the actual or attempted enforcement or protection of any of the Bank's rights and remedies against me, any change in any law, regulation or official directive which has an effect on the UnionBank Personal Loan account.

TERMINATION OF UNIONBANK PERSONAL LOAN ACCOUNT

a. I understand that I may terminate my UnionBank Personal Loan account by ceasing to use all facilities and services relating to the UnionBank Personal Loan account, paying all UnionBank Personal Loan outstanding balance and such other sums owing to the Bank under the Loan Documents, and advising the Bank about my intention to terminate.

b. The Bank may, when necessary in order to protect the Bank, my own interest and/or my account(s), suspend or cancel my UnionBank Personal Loan account. In case of default in my UnionBank

Personal Loan account, the Bank may, as far as practicable, provide notice prior to , cancelling and revoking my right to use my UnionBank Personal Loan account, any UnionBank Card or other credit facilities with the Bank. Notice under this section may be by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable

If the Bank determines that the UnionBank Personal Loan account has been or is being used for unacceptable transactions, the Bank may take any legal action in connection with my UnionBank Personal Loan account and/or loan availment, including the cancellation of my UnionBank Personal Loan account and the return of credit balances to the sender.

In any of the foregoing instances, the Bank shall declare the total outstanding balance, which includes any unposted transactions and unbilled Monthly Installment Amount Due, under any of my Cards and/or the total outstanding balance under my UnionBank Personal Loan account, to be immediately due and demandable. I shall be liable to pay Interest and Late Charges, and other fees, as applicable.

c. Upon termination of my UnionBank Personal Loan account for any reason, the Bank is not liable to me howsoever with respect to my UnionBank Personal Loan account.

d. I acknowledge that my outstanding obligations and applicable provisions under the Loan Documents shall continue notwithstanding the termination of my UnionBank Personal Loan.

COOLING-OFF PERIOD

You may be entitled to a cooling-off period of at least two (2) banking days after availing the loan. During this cooling-off period, you have the option to cancel the loan availed by providing a notice of cancellation to the Bank. However, the Bank reserves the right to collect processing and administrative fees to cover expenses incurred, including applicable taxes, interest, and Total Outstanding Balance, if any.

WAIVER, CUMULATIVE RIGHTS

No failure or delay by the Bank in exercising any right or remedy accruing to it upon any default or delinquency by me under the Loan Documents shall impair any such right, power or remedy, nor shall it be construed as a waiver of any such default or delinquency thereafter occurring, nor shall a waiver of any single default or delinquency be deemed a waiver of any other default or delinquency theretofore or thereafter occurring, nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any other right or power under the Loan Documents. All rights, powers or remedies, either under the Loan Documents or otherwise, afforded to the Bank shall be cumulative and not alternative and shall be in addition to and not in substitution for and in derogation of the rights, powers and remedies conferred by law. No notice to or demand upon me in any case shall entitle me to any other or further notice or demand in similar or other circumstances.

AGREEMENT TO BE BOUND

I unconditionally agree to be bound by any and all existing or future laws, regulations and official issuances governing the use of my UnionBank Personal Loan and all the services and facilities associated with the use of my UnionBank Personal Loan and all the services and facilities associated with UnionBank Personal Loan.

AMENDMENTS

The Bank may, at its sole option, make amendments to this Terms and Conditions, including the fees, charges, and terms, at any time and will notify me of these changes, including the effectivity thereof, accordingly. My continued retention of my UnionBank Personal Loan account or use of the proceeds of a UnionBank Personal Loan after the Bank has given me notice of such changes means that I have accepted and agreed to the changes. If the amendments or changes are not acceptable to me, I understand that I may close my UnionBank Personal Loan account by calling UnionBank Customer Service at +63288418600. In case I close my UnionBank Personal Loan account for any reason, I understand and agree that my total outstanding balance will become due and demandable immediately; I must pay my total outstanding balance on or before the Payment Due Date of my next SOA. In this situation, my Minimum Amount Due on the SOA equals my Total Amount Due.

SEPARABILITY CLAUSE

If any of these provisions is considered illegal or unenforceable under any applicable law, such illegality or unenforceability shall not in any way affect the remaining provisions hereof.

GOVERNING LAW AND VENUE

The Loan Documents shall be governed by the laws of the Republic of the Philippines and the exclusive venue of all suits to enforce the Loan Documents is only in the proper courts of Pasig City and I hereby waive any other venue. The foregoing, however, shall not limit or be construed to limit the rights of the Bank to commence proceedings or obtain execution of judgment against me in any venue or jurisdiction where my assets may be found.

ASSIGNMENT BY THE BANK

I agree that the Bank may assign, discount or otherwise transfer part or all of its rights and/or obligations under the Loan Documents without need of prior notice to me. The Bank may assign any or all of its rights and obligations under these Terms and Conditions to a third party by giving me at least thirty (30) days notice prior to the effectivity of such assignment. In the event of an assignment of the credit arising out of my UnionBank Personal Loan account, I hereby irrevocably agree not to assert set-off rights of any obligations which may be owed to me by the Bank against the assignee.

CONFIRMATION

I confirm that I have read, understood, and agreed to be bound by all the terms and conditions herein stated and those indicated in my Loan Documents and to future amendments thereto, and the terms and conditions that may be made available to me separately in connection with all the UnionBank products, programs, services, facilities and benefits associated with my UnionBank Personal Loan account, such as but not limited to the UnionBank Online, , and UnionBank Customer Service, which may or may not be explicitly defined or herein stated and to future amendments of any of the above, as evidenced by: (a) my signature on the Application Form, (b) my signature on the Loan Documents, and/or (c) the acknowledgment receipts and other records of the Bank or any other bank evidencing the receipt, deposit or encashment of the Manager's Check/s, the disbursement of cash, or the electronic transfer of the

proceeds of the loan/s I availed on my UnionBank Personal Loan account to my specified account, as the case may be.

INCOME DOCUMENTS

I authorize the Bank to verify and obtain copies of all information and submitted documents from the Bureau of Internal Revenue (BIR) and other appropriate sources including my employer/s and/or my accountant/s ("Income Sources"). I also authorize each of the Income Sources to disclose any information relevant to the said verification and give copies of my Income Documents to the Bank. I waive any rights on the confidentiality of my income information as required by BSP Circular 622, as amended by BSP Circular 855. I understand that any falsification related to my application is sufficient ground for legal action and rejection of my application. I understand that if my application is denied, the Bank has no obligation to furnish the reason for such rejection.

ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM

I undertake to fully comply with anti-money laundering and terrorism financing standards in accordance with existing anti-money laundering laws, rules, and regulations, appropriate to avoid any sanctionable practice, act of money laundering, or financing of terrorism. As a borrower, I am committed to taking appropriate steps to ensure that the proceeds provided under this loan are not used to aid, or otherwise support, terrorists or terrorist organizations. I agree that I shall use all reasonable efforts to ensure that the proceeds received from Personal Loans are not used to engage in, support, or promote violence, unlawful activity, terrorist activity, or related training of any kind and will take all appropriate precautions necessary to prevent any portion of the proceeds from being so used. In the event of any compliance incident, I shall respond promptly and in reasonable detail to any notice from the Bank and shall furnish documentary support for such response upon the Bank's request. I hereby agree to comply with any new or additional anti-money laundering laws or regulations.

Your needs and feedback are important to Us and if you have any questions or concerns, you may reach us through any of Our channels below. For our social media channels, a representative will get back to you within 24-48 hours from the time we receive your question or concern.

- Phone: for +63 2 8841 8600
- UnionBank Online App: Mailbox > Support > Create New Ticket
- Facebook Messenger: m.me/unionbankph
- X (formerly Twitter): x.com/unionbankph

In the event that your concern requires an investigation, you agree to provide Us with all information We need, and consent to the use and processing of the information you provide, to enable Us to expediently address your query. You also allow the Bank to disclose information you may have provided to third parties, if necessary to address your concern.

Union Bank of the Philippines is regulated by the Bangko Sentral ng Pilipinas

https://www.bsp.gov.ph