

Check Writing Product Terms and Conditions (PTC)

A. SCOPE OF SERVICES

1. **OUTSOURCED CORPORATE CHECK WRITING – RCBC shall:**
 - (a) print the entries (issue date, payee, amount, etc.) and signature/s on the CLIENT's checks ("Outsourced Corporate Check/s"), in accordance with the instruction/s electronically filed in the PROGRAM (the "Instruction"); and
 - (b) release the checks in the designated releasing center, for pick-up by the CLIENT or the CLIENT's payee/s on the agreed schedule.
2. **ON-SITE CORPORATE CHECK WRITING – RCBC shall make available in the PROGRAM an online function to enable the CLIENT to print checks in the CLIENT's premises ("On-Site Printed Check/s").**
3. **MANAGER'S CHECK WRITING – RCBC shall prepare and issue Manager's Checks (MC) according to the CLIENT's Instruction, and thereafter, release the MC to the CLIENT or CLIENT's payees on the agreed schedule.**
4. **RCBC CREDITABLE WITHHOLDING TAX (CWT) CERTIFICATE PRINTING FACILITY – RCBC shall print the corresponding Certificate of Creditable Withholding Tax (BIR Form No. 2307) covering the CLIENT's check transactions with the CLIENT's payees. This Facility is only available for Outsourced Corporate Checks and Manager's Checks Printing.**

(The services in Section A are collectively referred to herein as the "Services" and each is individually referred as the "Service". Moreover, "Outsourced Corporate Check/s" and "Manager's Check/s" shall be collectively referred to as the "**Outsourced Check/s**". All checks, Outsourced Corporate Checks, Manager's Checks and On-Site Printed Checks shall be collectively referred to as "**Checks**").

B. COVERAGE

1. This PTC shall take effect upon execution of the CMS enrollment form (CEF) and shall remain in force and in effect until terminated by either party pursuant to Section F (Term and Termination) of the CCM Master Terms and Conditions (MTC).
2. The deposit account/s enrolled under the RCBC Online Corporation (ROC) and designated in the Enrollment Form / Implementation Form as the accounts for this Service (the "ACCOUNT/S") shall be used to fund the issuance of the Outsourced Checks and On-Site Printed Checks.
3. The ACCOUNT/S subject of the Service/s must be sufficiently funded to cover the total amount of Manager's Check/s to be issued under said Account/s. Otherwise, no Manager's Check/s shall be processed, notwithstanding the CLIENT's Instructions on this matter.
4. As for Outsourced Corporate Checks, while the processing thereof may be done at the time that the Instructions are received by RCBC, notwithstanding the insufficiency of the funds in the Account/s at the time of the Outsourced Corporate Check's issuance, in case the funds in the Account/s to be debited for the Outsourced Corporate Checks are not sufficient at the time of the said check's presentment, the Outsourced Corporate Check shall not be accepted for negotiation by RCBC.

C. CONSIDERATION

The CLIENT agrees to comply with the commercial and payment terms stated in the CEF, or its equivalent Enrollment/Maintenance Form.

D. LIMITATION AND WARRANTIES

1. The parties agree on the following terms:
 - a) RCBC shall prepare the Outsourced Check/s (and the corresponding CWT Certificates, if availed of) as specified in the Instructions, provided that the CLIENT uploads and approves the Instructions through the PROGRAM on or before the cut-off time of the banking day prior to the Value Date (the intended issue date of the checks), as specified in the Instructions. All Outsourced Check/s shall be payable to the CLIENT's respective payee/s, as identified in the Instructions. Preparation of the Outsourced Check/s (and the corresponding CWT Certificates, if availed of) is likewise subject to the validation, authentication, and authorization procedures under the PROGRAM,
 - b) RCBC may refer the CLIENT's payee to the CLIENT if the Outsourced Check is unavailable for pick-up on the designated releasing schedule.

- c) The scanned signature of the CLIENT's authorized representative shall be stored as an electronic file in the PROGRAM. For this purpose, the CLIENT hereby authorizes RCBC to:
 - i) scan the handwritten signature of the CLIENT's authorized representative on the Check Digitized Signature Form and CWT Digitized Signature Form and affix the same for Corporate Checks and CWT issued pursuant to this PTC; and
 - ii) honors any and all Corporate Checks printed/issued bearing the said scanned signatures.

2. The parties agree on the following terms on release of Outsourced Checks (and the corresponding CWT Certificates, if availed of):

a) The CLIENT hereby agrees that the Outsourced Checks (and the corresponding CWT Certificates, if availed of) shall be released only through RCBC's releasing centers identified in the Outsourced Check Writing Implementation Form. In case any Instruction specifies a releasing center that is not among the centers listed in the Outsourced Check Writing Implementation Form, RCBC shall not process the Instruction except when that specified releasing center is included under a subsequent amendment to the Outsourced Check Writing Implementation Form executed by the CLIENT and RCBC.

b) The CLIENT agrees that the Outsourced Checks (and the corresponding CWT Certificates, if availed of) shall be released in accordance with the terms of the pertinent Outsourced Check Writing Implementation Form. Outsourced Checks shall be released to the CLIENT's payee subject to the following terms:

- i) The Outsourced Checks shall be released only to the payee or payee's authorized representative upon presentment of the required documents as stated in the Outsourced Check Writing Implementation Form.
- ii) The CLIENT shall hold RCBC free and harmless from any and all liability, claim or suit arising from or related to release by RCBC of the Outsourced Checks to the CLIENT's payee in accordance with the authorized representative uploaded in the PROGRAM. Thus, it is the responsibility of the CLIENT to ensure correctness of the information indicated in the Instruction/s.
- iii) In the event that there is a change in the authorized representative of the CLIENT's payee after the Outsourced Check has been processed and printed by RCBC, RCBC shall defer the release of the Outsourced Check. RCBC shall not release the Outsourced Check to the payee's new representative unless the CLIENT submits an instruction in the form of an email or letter from the CLIENT's authorized representative/s indicated in the Outsourced Check Writing Implementation Form.

E. ON-SITE PRINTED CHECKS

1. To enable the CLIENT to avail of the Service/s to print its checks in its premises using the PROGRAM, RCBC may provide such application (software/hardware) necessary to process and complete the Service/s, subject to the applicable provisions of the CCM Agreement.

F. LIABILITY

The CLIENT shall indemnify RCBC and hold it free and harmless from any and all liabilities, claims, suits, actions, losses, damages, costs and expenses which the CLIENT may incur, suffer or be put to in connection with, as a result or by reason of:

- a) Delayed release of the Checks by RCBC due to the CLIENT's non-adherence to operating processes, such as but not limited to delayed submission of the Instruction, documentary requirements and/or funding.
- b) Failure or refusal of the CLIENT, the CLIENT's payee, or the payee's authorized representative to pick-up or receive the Outsourced Checks intended for payee;
- c) Any errors in or remarks written on the official receipt submitted by the CLIENT's payee to RCBC;
- d) The CLIENT's or the CLIENT's payee's fault, willful act, negligence or omission;
- e) Unauthorized usage of the digital signature and corresponding issuance of the Checks; and
- f) Release of Outsourced Check/s to party/ies who present identification cards which appear to be valid or genuine to RCBC but who/which turn out to be unauthorized or spurious. It is understood that such a release of the Outsourced Check/s does not constitute fault or negligence of RCBC.