

CHECK DEPOSITS PICK-UP AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

BANK OF CHINA (HONG KONG) LIMITED - MANILA BRANCH, a Philippine corporation, with principal office at the 28/F The Finance Centre, 26th Street corner 9th Avenue, Bonifacio Global City, Taguig City and hereinafter referred to as “**BOC Manila Branch**”;

and

_____, and hereinafter referred to as the “**Client**”.

WITNESSETH, That

The Client would like to avail of the check deposits pick-up service of BOC Manila Branch (the “Service”) and the latter has agreed thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

TERMS AND CONDITIONS

A. SERVICE FEE/ AVERAGE DAILY BALANCE (ADB) REQUIREMENT

1. The Client shall maintain an account with BOC Manila Branch where the deposits shall be credited. The Client shall execute this Agreement together with the Addendum: Terms of Arrangement marked as Annex “1” and made as an integral part hereof, containing the specific terms and conditions and other relevant details relative to the implementation of this Agreement.
2. The parties may agree on any of the following types of pricing arrangements as expressly stipulated in Annex “1”:

Service Fee Only - The Client shall not be required to maintain a minimum ADB; however, it shall pay BOC Manila Branch the total service fee for the month.

- 1.1.1. BOC Manila Branch shall debit the Account as stated in Annex “1”, the total service fees for the reference month, on or before the last day of the reference month.
- 1.1.2. If the Client’s account has insufficient funds to settle the total service fee due for the reference month, the Client shall be given ten (10) banking days from the last day to fund the account. Failure to fund the account shall be considered as an event of default and shall constitute a ground for automatic termination of this Agreement without need of prior notice or demand. Banking day as used in this Agreement shall refer to the day when the BOC Manila Branch is open for business, excluding any regular holidays, special (non-working) days, special and national holidays.

ADB Only - The Client shall not be required to pay service fees provided that the Client shall, on a monthly basis, maintain the required minimum ADB immediately upon the effectivity of this Agreement.

- 1.1.3. The required minimum ADB is based on the defined arrangement as stated in Annex “1”.
- 1.1.4. In the event that the Client fails to meet the required minimum ADB at the end of the reference month, the Client shall be required to pay for the total service fee incurred for the reference month which shall be debited from the Client’s account on or before the last day of the reference month.
- 1.1.5. If the Client’s account has insufficient funds to settle the total service fee due for the reference month, the Client shall be given ten (10) banking days from the last day to fund the account. Failure to fund the account shall be considered as an event of default and shall constitute a ground for automatic termination of this Agreement without need of prior notice or demand.
- 1.1.6. If the Client paid the total service fee for the reference month but still unable to meet the required minimum ADB on the following month, the same shall likewise be considered as an event of default and shall constitute a ground for automatic termination of this Agreement without need of prior notice or demand.

3. The Service is strictly limited to checks deposit pick-up for credit to Client’s account.

B. PLACE AND DATE OF PICK-UP

4. BOC Manila Branch shall pick up checks deposit from the Client as stated in the Annex "1".
5. The Service shall be available only on regular banking days and hours and shall NOT be available on regular holidays, special (non-working) days, special and national holidays.
6. Cancellation of the Service due to holidays or for any other reason may be mutually agreed upon by the parties prior to the Service schedule.
7. BOC Manila Branch shall not be liable for failure to render the Service on the agreed schedule in cases of force majeure (e.g. Acts of God, strikes, riots, embargo, sabotage, epidemic and the like), security reasons, civil disturbances, or for any other reason beyond its control.
8. Upon notice to the Client, BOC Manila Branch may periodically change the schedule and procedure for the Service for security reasons or as the need arises. The Client may also request for such change in writing.

C. BEFORE PICK-UP

9. The Client shall email the nominated address of BOC Manila Branch for scanned copies of the checks to be picked up and the signed deposit slips
10. The Client shall ensure that the checks for pick up shall not contain the following:
 - a. Stale dated checks
 - b. Antedated checks
 - c. Checks with alterations/erasures
 - d. Unsigned checks – checks with no signature of the drawer
 - e. Second endorsed checks – unless with Management's approval
11. For check deposits, the Client shall list each check on the deposit slips. If the space therein will not suffice, the Client shall accomplish an abstract and shall attach it to the deposit slip. Deposit slip (at least 2 copies) should be signed by the Client. There should be no alteration on deposit slips and on the checks being deposited.
12. The Client shall endorse the checks for deposit and write the account number of the account at the back of each check.

D. MANNER OF PICK-UP

13. BOC Manila Branch shall only render each Service in an amount not exceeding that stated in Annex "1" (the "Deposit Pick-up Limit"). Handling of check deposits shall be subject to the Negotiable Instruments Law, the clearing rules of the Philippine Clearing House Corporation (PCHC), and all other relevant laws, rules and regulations.
14. On the day of the Service, BOC Manila Branch shall email the Client the list of the authorized pick-up representatives (the "Representative"), together with their pictures and specimen signature (Annex 3).
15. The Client shall immediately attend to the Representative upon arrival at the deposit pick-up site. The Representative may leave the deposit pick-up site if after the lapse of a period of fifteen (15) minutes from arrival; the Representative has not been attended to. The deposit will be picked up on the next pick-up date.
16. The Client shall place the checks for deposit in a sealed envelope and signature should be affixed on the flap of the sealed envelope.
17. To confirm each Service, the Client shall sign the deposit pick-up register to be provided by the Representative.

E. VALIDATION OF DEPOSITS

18. BOC Manila Branch shall conduct verification of check deposit as to correctness and completeness
19. For check deposit, BOC Manila Branch shall notify the Client by telephone or by any of the fastest means of communication from such discovery any discrepancies from what was previously emailed scanned check deposits or if there are second endorsed checks included or some erasure or alteration on the check not in compliance with the Clearing House Operation Memorandum (CHOM) No 15-1460.
20. Collection of check does not create a deposit relationship with the bank and that customer deposit account shall only be credited when the checks are turned over to the bank by the messenger/messengerial service.
21. BOC Manila Branch shall post check deposits to the Client's account on the next banking day.

F. OTHER PROVISIONS

22. The Agreement shall be subject to the rules and regulations and documentary requirements of BOC Manila Branch, the Bangko Sentral ng Pilipinas, and other governmental or regulatory agencies.
23. On a monthly basis, BOC Manila Branch shall review the Client's compliance with the ADB requirement, the Service Fee and the other terms and conditions herein.
24. This Agreement shall take effect upon signing of both parties on the date specified herein; any subsequent amendment or modification thereto will only pertain to the Annex "1" without the need of execution of an Amended Check Deposit Pick-Up Agreement. All other terms and conditions of this Agreement, unless amended or modified in writing by another agreement superseding the same, shall remain valid, binding and enforceable against the parties thereto.

25. A thirty (30) day prior written notice will be served by either party to the other if there is an intention to pre-terminate the agreement. However, BOC Manila Branch may terminate this Agreement anytime, without prior notice to the Client in case of the latter's mishandling (overdraft, non-submission of KYC documents, non-maintenance of required balance and other similar circumstances) of its account.
26. Neither party may assign this Agreement to any third party, without the prior written consent of the other party.
27. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect
28. No failure on the part of either party to insist upon strict adherence to any term or provision of this Agreement on any occasion shall be considered a waiver of that term or provision and shall not deprive either party of the right to subsequently insist upon strict adherence to that term or provision or any other term or provision of this Agreement. No waiver hereunder shall be valid unless in writing and signed by both parties.
29. This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines. Any legal action or proceeding arising out of, or connected with, this Agreement shall be brought exclusively in the proper courts of Makati City, each of the parties expressly waiving any other venue.
30. It is agreed that this Agreement may be signed and notarized in counterparts.
31. Any notice, demand, letter, or communication under this Agreement may be sent by telex, electronic mail (e-mail), post, reputable courier, confirmed facsimile, or hand. Any notice, demand, letter or communication shall be sent to the following addresses and shall be effective only when received by the following designated addressee/s:

To: Client

Attention:
 Tel. No.: (632) _____
 Fax No.: (632) _____

To: Bank of China (Hong Kong), Limited – Manila Branch
 28/F The Finance Centre, 26th Street corner 9th Avenue,
 Bonifacio Global City, Taguig City

Attention:
 Tel. No.: (632) 8297-7888
 Fax No.: (632) 8885-0548

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures through their duly authorized representative(s) on this _____ at _____.

BANK OF CHINA (HONG KONG) LIMITED - MANILA BRANCH

(Name of Client)

By: _____
 (Signature Over Printed Name/Position)

By: _____
 (Signature Over Printed Name/Position)

Signed in the presence of :

By: _____
 (Signature Over Printed Name/Position)

By: _____
 (Signature Over Printed Name/Position)