

## PBCOM Bale Facility Terms and Conditions

The following terms and conditions apply to my subscription to, and availment from, the PBCOM Bale Facility (“**Facility**”). By signing below, I hereby agree as follows:

1. Purpose. I hereby confirm that the purpose of the loans is for personal consumption or family use.
2. Effectivity. My subscription to the Facility shall be effective upon my enrolment to the Facility via PBCOM ATM, SMS, POP Personal, any other PBCOM permitted channel or my execution of this Terms and Conditions until any of the following, whichever comes first:
  - a. Receipt of information from my employer regarding termination of my employment
  - b. Termination of Bale Facility MOA signed by my employer
  - c. Three (3) unsuccessful debiting of the outstanding Salary Advance
  - d. Any time PBCOM deems termination / cancellation of my Facility subscription necessary to protect its interest
3. Suspension. I hereby agree that my Facility subscription shall be automatically suspended once the Salary Advance balance is not paid in full. Re-activation of my Facility subscription shall depend solely on the discretion of PBCOM.
4. Salary Advance. Provided that I observe the herein terms and conditions, and so long as subscription to the Facility remains in force, I will be entitled to avail a Salary Advance via any bank-ATM within the Philippines. Salary Advance shall be subject to the following:
  - a. Loanable Amount. Upon my enrolment to the Facility, PBCOM shall establish a BALE Limit in my favor, which BALE Limit will be linked to my payroll account in an amount equivalent to ten percent (10%) of my net monthly pay, which amount I can avail anytime from any bank-ATM within the Philippines.
  - b. Availment Fee. I hereby agree to pay PBCOM an availment fee of  Twenty-Five Pesos (P25.00)  Fifty Pesos (P50.00) for every Five Hundred Pesos (P500.00) availment. I understand that, any fees charged to my payroll account and deducted from my Loanable Amount shall be considered a separate availment subject to the imposition of the Availment Fee. The Availment Fee shall be charged by PBCOM to my payroll account and debited on the immediately succeeding payroll date from availment date.
  - c. Collection Fee. I hereby agree to pay PBCOM a collection fee of  Twenty-Five Pesos (P25.00)  Fifty Pesos (P50.00) for every Five Hundred Pesos (P500.00) to be debited every collection date until full settlement of the Salary Advance.
5. Evidence of Salary Advance. Salary Advance shall be evidenced by my withdrawal from any bank-ATM within the Philippines. PBCOM shall have the right to keep all evidences of my Salary Advance. I acknowledge that the above evidences and the corresponding Transaction Slips are valid and conclusive proof of all my transactions.

6. Payments. Payments of my Salary Advance together with the Availment Fee and Collection Fee shall be due on my salary crediting day after date of my request, and shall be subject to the following:
  - a. Salary deduction. I hereby authorize PBCOM to debit my payroll account in satisfaction of the amount due on every payment date.
  - b. Insufficient payment. If the balance of or credits to the payroll account is not sufficient to cover for the payment due, PBCOM shall debit the remaining available balance in my payroll account. I hereby authorize PBCOM to debit the remaining unpaid amount, plus Collection Fees, in the following salary crediting day.
  - c. Saturday, Sunday and Holiday. Whenever any payment to be made hereunder falls due on a Saturday, Sunday, or public holiday under the law of the Republic of the Philippines, such payment shall be made on the banking day immediately preceding such Saturday, Sunday, or public holiday.
  - d. In cases where I will receive insufficient or no credits from my employer on salary crediting day, I shall be obliged to fund my payroll account to meet the amount due. Failure to do so shall not prevent PBCOM from applying payments via salary deduction with corresponding Collection Fees.
  - e. I likewise assign, transfer, convey and set over unto PBCOM, its successors and/or assigns, my salaries and wages including the proceeds of my salary that may be credited to my payroll account and all benefits arising from or accruing to me pursuant to my employment, including my separation pay, retirement benefit, convertible vacation leaves, and other benefits that may be collected from my employer for the satisfaction of my obligations to PBCOM.
7. I hereby agree to authorize PBCOM to continue debiting my payroll account such amount as may be necessary from time to time as payment for all outstanding obligations arising from this Facility in case PBCOM terminates or cancels the Facility.
8. Further, I likewise undertake to submit any other document/s as may be required by PBCOM in relation to the facility. For contractual/fixed-term employees, submission of a copy of employment contract shall be required upon enrollment into the facility, for purposes of determining the expiration of availment from the facility.
9. Collection/Attorney's fees. In case of delinquency or default and a legal proceeding to recover any unpaid obligation under this Facility is commenced, I agree to pay as and for attorney's fees a sum equivalent to twenty percent (20%) of all sums due and owing to PBCOM. I likewise agree that all actions, suits or proceedings that may arise in connection with this program shall be brought by the concerned party before the proper court of Makati City, Manila City, Caloocan City, Quezon City, Pasay City, or any other venue at the sole discretion of PBCOM.
10. Waivers. I waive in advance my right to make application of payment under Art. 1252 of the Civil Code of the Philippines (RA No. 386), especially in the case where I have more than one obligation in favor of PBCOM, regardless of the source and nature of the said obligations.
11. I likewise waive my right under RA No. 1405 or the Law on Secrecy of Bank Deposits and allow PBCOM to provide my employer with a consolidated billing statement upon request, which shall contain my

outstanding Salary Advance, maturity dates, outstanding balances, past due amounts, penalties, interests, and total amount due.

12. I hereby willingly, voluntarily, and with full knowledge of my right under the law, waive the right to confidentiality of information and authorize PBCOM to disclose, divulge and reveal any such information relating to my subscription and Salary Advance, including events of default, for the purpose of, among others, client evaluation, credit reporting or verification and recovery of the obligation due and payable to PBCOM under the terms and conditions herein.
13. In view of the foregoing, PBCOM may disclose, divulge and reveal the aforementioned information to third parties, including but not limited to my employer, the Bankers' Association of the Philippines – Credit Bureau (BSP – CB) or to any central monitoring entity or body established by the BAP to record and monitor the mishandled loans of its member banks, PBCOM's affiliates, subsidiaries, agents, service providers, as well as any prospective assignee or transferee, rating agency, insurer, and any such person, entity or regulatory body that may be required by law or competent authority.
14. I accept and agree to be bound by the terms and conditions of PBCOM's Data Privacy Notice and other data privacy policies, which it may adopt from time to time (<http://www.pbcom.com.ph/privacy.html>) for the purpose of availing from the Facility and for other reasonable purposes, which are related to said availment. Further, I accept and agree to the automated processing by PBCOM of my Personal Information, Sensitive Personal Information, and Privileged Information (collectively, "**Personal Data**") for profiling, direct marketing, and data sharing with PBCOM's subsidiaries, affiliates, and related companies. PBCOM shall uphold my data privacy rights and shall observe that all Personal Data that had been collected or shall be collected for the purpose of executing this Terms and Conditions, are processed and used by PBCOM according to the Data Privacy Act of 2012 (Republic Act No. 10173), its Implementing Rules and Regulations, and the principles of transparency, legitimate purpose, and proportionality.
15. I hold PBCOM free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from the aforementioned disclosure or reporting.
16. No Implied Waivers. No failure or delay on the part of PBCOM in exercising any right or power hereunder shall operate as a waiver thereof.
17. Separability Clause. If any of these provisions are declared invalid or illegal, such invalidity or illegality shall not in any way affect the remaining provisions hereof or any vested right which may have already accrued in favor of PBCOM.
18. Amendment. Subscription to this Facility is granted in the light of the prevailing economic/regulatory environment and other circumstances considered by PBCOM in approving the subscription. In case of any change in such circumstances which PBCOM deems material or in the event of any change in PBCOM's credit policy, PBCOM reserves the right to amend any of the terms and conditions governing this Facility subject to my conformity. If the proposed amendment is not acceptable to me, I shall be obliged to prepay the entire obligation under this Facility upon demand by PBCOM.

19. Governing law. This Agreement shall be governed by and construed in accordance with the existing and pertinent laws of the Republic of the Philippines, the rules and regulations of the Bangko Sentral ng Pilipinas, the Philippine Clearing House Corporation (PCHC), Bankers Association of the Philippines (BAP) and other appropriate government agencies.