

TIME DEPOSIT AGREEMENT

(Supplement to Terms and Conditions Governing Deposits)

Date

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The Accountholder agrees to be bound by the following terms and conditions governing the Bank of Commerce Time Deposit Account (the "TD") which has been opened at Bank of Commerce ("Bank") or any of its branches.

1.
- TIME DEPOSIT.** Time Deposit Accounts shall be subject to a minimum deposit in such amount as may be determined by the Bank, depending on the length of time that the deposit will be held. The TD shall be covered by a Certificate of Time Deposit (CTD) or passbook, which shall serve as proof of deposit.

The CTD/passbook is not a negotiable instrument.

2.
- SETTLEMENT ACCOUNT.** The Accountholder shall nominate a TD Settlement Account which shall serve as the account where (a) the initial and succeeding TD placements shall be debited; (b) the interest at maturity date or at an agreed interest period shall be credited; and (c) TD Net Proceeds upon maturity or pre-termination, shall be credited. Net Proceeds shall mean TD principal plus interest earned less withholding tax, documentary stamps tax or other applicable taxes, and/or penalty/ service charges. The Time Deposit and the Settlement Account must be under the name of the same Accountholder. The Settlement Account shall be a new savings account or an existing current/ savings account of the Accountholder.

New savings accounts that are opened to serve as Settlement Accounts shall have unique features and benefits. However, should said new savings account cease to be linked to a TD as Settlement Account for at least six (6) months, its features shall revert back to those of a regular savings account.

3.
- TIME DEPOSIT PRODUCTS.**

TD Type	Term	
a. Auto-Pay TD	One (1) month or longer	<ul style="list-style-type: none">Interest payment to nominated Settlement Account is on a monthly or quarterly basis depending on the chosen type of TD.Net proceeds are credited automatically to the nominated Settlement Account on the maturity date.The term is fixed.The placement can neither be renewed nor rolled over.
b. Auto-Renew TD	Below One (1) year	<ul style="list-style-type: none">Interest is credited to the nominated Settlement Account on the maturity date.Net proceeds may be renewed or rolled over automatically upon maturity based on the client's instructions.

4.
- PAYMENT OF INTEREST.** The Bank will pay interest in accordance with the rates prescribed by the Bank and in accordance with requirements of applicable laws or regulations of the BSP. All interest earnings shall be subject to applicable taxes, including withholding tax. To earn the agreed interest, the Accountholder must maintain the principal amount in the TD for the specified term of deposit. Depending on the type of TD product, and Accountholder's disposition upon maturity, any one of the following schedule of interest payment may apply:

Auto-Renew TD

- a.
- Interest credited at maturity
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- This is applicable to TDs with automatic renewal instruction wherein interest, net of withholding and other applicable taxes, will be credited to Settlement Account on maturity and the principal amount is renewed for same term.
- b.
- Interest added to principal at maturity
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- This is applicable to TDs with automatic rollover instruction wherein interest, net of withholding and other applicable taxes, will be added to principal amount at maturity and principal plus interest is rolled over for the same term.

Auto-Pay TD

- c.
- Monthly interest credit
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- Interest, net of withholding and other applicable taxes, will be credited to Settlement Account every month. This is available for Auto-Pay TD with fixed monthly interest crediting.
- d.
- Quarterly Interest credit
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- Interest, net of withholding and other applicable taxes, will be credited to Settlement Account every quarter. This is available for Auto-Pay TD with fixed quarterly interest crediting.

5.
- RENEWAL OR TERMINATION OF AUTO-RENEW TD.** The automatic renewal (principal only) or automatic rollover (principal plus interest) of TD will be for the same term, with interest at prevailing rate upon renewal or rollover. TD shall be continuously renewed or rolled over, whichever is applicable, unless the Bank is instructed in writing by the Accountholder that he will terminate the TD, and such notice must be received by the Bank on or before the effective maturity date of the TD. Termination of Auto-Renew TD shall be subject to the surrender of CTD or passbook, duly endorsed by the Accountholder.

6.
- MATURITY OF AUTO-PAY TD.** Net Proceeds of Auto-Pay TD shall be automatically credited to Settlement Account on maturity date. Presentation of the CTD or passbook, duly endorsed by the Accountholder, shall be required by the Bank only for the purpose of pre-termination of this kind of TD.

7.
- COOLING-OFF.** The Accountholder may, within two (2) banking days immediately following the submission of this Agreement (the "Cooling-off Period"), cancel this Time Deposit or investment upon his or her written notice to the Bank, subject to the following conditions:
- a.
- The Accountholder is a natural person (sole proprietors are considered natural persons);
- b.
- The TD Account has a term of at least one (1) year;
- c.
- The Accountholder's aggregate investment size is below Pesos: Five Hundred Thousand (Php500,000.00).¹
- d.
- The interest rate to be used in computing the net proceeds upon cooling-off shall be the same as the contracted interest rate.

By availing this cooling-off provision, the Accountholder hereby understands the basis and consequences of the same, and authorizes the Bank to deduct the following from the net proceeds upon pre-termination of the TD:

- a.
- Documentary Stamps Tax (DST); and,
- b.
- fee for holding of foreign currency notes, if applicable.

8.
- PRE-TERMINATION.** Pre-termination of TD shall be subject to the prescribed rules and regulations of the Bank, particularly on interest rate and penalty/ charges on pre-termination, and any applicable taxes arising from the pre-termination shall be shouldered by the Accountholder. Should an Accountholder intend to make a partial withdrawal, the entire TD shall be pre-terminated. Any remaining funds from the pre-terminated TD may be deposited as a new TD, provided that the amount is not less than the minimum deposit required. Pre-termination shall mean the partial or full withdrawal of the TD amount during the term of the TD.

9.
- LOST CTD AND PASSBOOK.** The Accountholder shall promptly notify the Bank in the event that the CTD/ passbook is lost, stolen or destroyed. The Bank shall have the option to cause a substitute certificate or passbook to be issued on such terms of indemnity or otherwise as the Bank may deem proper and the original certificate shall thereafter be void. A service fee will be collected for the issuance of a new CTD or passbook due to loss or mutilation of the original. The Accountholder shall hold the Bank free and harmless from, and indemnify the Bank for, any loss that may be sustained by reason of such replacement as requested.

Signature of Depositor Over Printed Name

Signature of Depositor Over Printed Name

Signature Verifier:

¹ In determining the aggregate investment size of placements of Accountholders who have Joint "And" or Joint "Or" accounts, the Accountholder shall consider his/her proportionate share in the total outstanding balance of the joint account; Provided, that if the co-Accountholders did not originally specify how their account balance is distributed, it shall be presumed that the balance is equally distributed between or amongst themselves.