

TERMS AND CONDITIONS OF APPLICATION AND LOAN

For and in consideration of AUB's consent to evaluate this application, as well as the loan granted and released to the Borrower, if applicable, I/We, as Borrower and Co-maker herein hereby absolutely and unconditionally -

1. Certify that representatives of AUB and/or the Human Resources Department of employer have informed and explained to me/us the terms and conditions of the loan, including but not limited to all applicable fees and charges, and express our unconditional consent thereto by signing hereon.
2. Authorize AUB to either deny my/our application without being obliged to inform me of the same or the reason therefor, or in the event the approved loan amount is less than originally applied for, to continue processing this application in the new loan amount and prescribed terms.
3. Waive my/our right to confidentiality of any and all information furnished to AUB and authorize AUB to conduct verification with any government or other office/agency to establish authenticity/accuracy of any documents and/or information given. In the event any of the same proves to be spurious or materially incorrect or inaccurate, AUB may disapprove the application or revoke/terminate any credit accommodation granted to me/us, in which case any and all outstanding amounts shall become immediately due and demandable, without prejudice to AUB's right to seek damages and other legal remedies.
4. Agree that AUB has no obligation to grant me a loan in the amount and for the term herein applied for, and I/We thus unqualifiedly accept the loan amount, loan term and all other terms and conditions indicated by AUB hereunder, which shall be deemed the final terms and conditions of the loan as agreed by myself/ourselves and AUB.
5. Agree that cellular phone number provided in this application may be used by AUB to send notices and other promotions.
6. Agree that should the release be via cash card or ATM, the total loan proceeds may be rounded up to the nearest hundred to facilitate ATM withdrawal and that the monthly amortization may slightly increase in proportion to the interest rate.
7. Undertake to promptly notify AUB of any change in my/our civil status, residence and/or employment hereafter, and likewise agree that any notice sent to me/us at the address indicated in AUB's records shall at all times be deemed both sufficient and effective.
8. Jointly and severally agree and undertake to pay: (i) a late monthly payment charges of five percent on every installment or portion thereof remaining unpaid on each due date; (ii) in the event the loan is paid in full prior to maturity, the applicable interest, taxes and costs incurred by the bank, all computed in accordance with applicable AUB policies; and (iii) for all costs and expenses incurred by AUB in the event the loan or any related matter is referred to a lawyer for collection, regardless of whether suit is eventually commenced thereon.
9. Waive any and all rights: [i]under Rule 39, section 13 of the Rules of Court; [ii]to bring suit relative or incidental hereto before any court other than the proper court of the City of Pasig.
10. Agree that any payment hereinafter made to AUB shall be first applied against costs, expenses and indemnities, then against interest due, before application to the outstanding loan amount then due and payable.
11. Agree that acceptance by AUB of any payment or any installment due per period or any part thereof after due date shall not be considered as extending the term for the payment of any of the installments aforesaid or as a modification of any of the conditions hereof. However, the maturity of the Loan shall be deemed extended without need of notice to, nor consent from, me/us upon my/our nonpayment of any installment due per second on account of or for reasons/warranted under this Note or other documents relative hereto.
12. Authorize AUB to report and/or include my/our name/s in the negative listings of any credit bureau or institution, in the event of future delinquency.
13. Acknowledge and authorize the regular submission and disclosure of my/our basic credit data as defined under Republic Act 9510 and its implementing Rules and Regulations to the Credit Information Corporation (CIC) as well as any updates or corrections thereof and sharing of my/our basic credit data with other lenders authorized by the CIC and credit reporting agencies duly accredited by the CIC.
14. Affirm and acknowledge that I/we have signed hereon after carefully reading and understanding all provisions herein, and that all blank spaces have been completely and correctly filled-in to my/our satisfaction.

BORROWER/CO-MAKER OBLIGATIONS INCLUDING ASSIGNMENT AND AUTHORITY TO DEDUCT AND REMIT

1. FOR VALUE RECEIVED, I/WE JOINTLY AND SEVERALLY PROMISE TO PAY AUB AT ITS OFFICE, WITHOUT NEED OF NOTICE OR DEMAND, THE LOAN AMOUNT GRANTED PURSUANT HERETO INCLUDING INTEREST DUE, ADDITIONAL COSTS AND OTHER APPLICABLE CHARGES AS INDICATED HEREUNDER, ON EACH AGREED INSTALLMENT/PAYMENT DUE DATE.
2. I/We unconditionally waive any and all notice of demand, presentment, dishonor and/or protest.
3. I/We hereby agree that in the event of default for whatever reason in the payment of any amount due hereunder or relative hereto, AUB may without prior notice nor demand, declare the entire outstanding loan amount due and immediately demandable.
4. I/We hereby unconditionally assign in favor of AUB, its successors and assigns, such portion of my/our monthly salaries, remuneration, benefits and any other amounts due to me/us from my/our employer (collectively, Compensation) as may be necessary and appropriate to fulfill at all times my/our loan obligations relative hereto. For such purpose I/we hereby unqualifiedly authorize my/our employer to, without need of my/our further act or deed, periodically deduct from my/our Compensation such necessary and appropriate amounts, and to directly, without need of notice and/or demand, remit the same to AUB no later than the agreed due date, until my/our entire loan obligation has been fully and satisfactorily paid. This assignment and authority is absolute and shall remain irrevocable until all my/our loan obligations to AUB have been fully and satisfactorily paid.
5. In the event of my/our termination or separation from employment for any reason whatsoever, the entire outstanding loan amount shall become immediately due and demandable, and I/we hereby authorize the employer in such event to retain, withhold and remit directly to AUB, all monies remaining due to me/us, including termination, separation or gratuity pay, or any other benefit or compensation.
6. Notwithstanding any of the foregoing, I/we likewise hereby unconditionally authorize AUB to apply, without need of prior notice and/or demand, To the payment of my/our loan obligations pursuant hereto, such amounts of my/our monies in AUB's possession, whether on deposit or otherwise, as may be necessary or sufficient; in any event without prejudice to AUB's distinct right to demand for any deficiency thereon.
7. If so required, I/we likewise hereby authorize AUB to procure, at any time on my/our behalf, a credit insurance policy in an amount not less than the loan or any outstanding balance thereon, which proceeds in case of loss shall be payable to AUB or AUB's assigns. I/We agree to pay the premium due on the policy on the earlier of the loan proceeds release date and effectivity date of the insurance

DETAILS ON THE APPROVED LOAN

Approved loan details as herein presented adhere to the following definitions as per R.A. No. 3765, otherwise known as the "Truth in Lending Act" and pertinent sections of the Banko Sentral's Manual of Regulations.

1. Loan Amount
2. OTHER BANK CHARGES / DEDUCTIONS
3. NET PROCEEDS OF LOAN (Item 1 less Item 2)
4. SCHEDULE OF PAYMENTS
 - a. Single payment due on
 - b. Installment Payments of P_____ payable in _____ months/years.
(Please see attached amortization schedule)
5. EFFECTIVE INTEREST RATE (Interest and Other Charges)

Explanation: The effective interest rate is higher than the contractual interest rate of _____ because of item 2 deductions above.
6. CONDITIONAL CHARGES THAT MAY BE IMPOSED (If applicable).
 - a. Late Charge
 - b. Penalty
 - c. Other charges in case certain stipulations are not met by the borrower:

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Loan Amount	Term (months)	Interest Rate	Fees / Charges / Other deduction (if applicable)		Mode of Release
Monthly Amortization	B: I/I Ratio	CM: I/I Ratio	PF _____ DST	ERF _____ SFL	A) Manager's Check Delivery to the company Pick up to CLO/H.O. IOA to _____ (Branch)
First Due Date	Repayment		IBFT _____ ARF	1st Amort _____ O/B	B) Credit to Account AUB CA/SA IBFT
	SD ADA PDC		3rd party pay-off Payable to _____	Amount _____	
Credit Check	Borrower	Co-Maker	Approved by:	Status:	Note to CLO:
File Check	+ -	+ -		Approved - Std	Facility tagging _____
CMAP / CCAP	+ -	+ -	Evaluated by:	Approved - with Deviation	
BAP	+ -	+ -			
Remarks from CLO					