

# AVANCECASH SALARY LOAN Application Form



Date

### Loan Information

- New Application  
 Re-availment

Amount Applied For (in Php)

Loan Term  
(in 3 or 6 months)

### Loan Purpose:

- Education  Hospitalization  
 Balance Transfer  Other (pls. specify)   
 Purchase Appliances/Furniture

### Borrower's Information

Title  Last Name  First Name  Middle Name  Nickname

Date of Birth  Age  Place of Birth  Country of Birth  Citizenship/Nationality  Civil Status  Gender

Father's Name Last Name  First Name  Middle Name  Age   
 Mother's Maiden Name      
 Other Dependent's Name      
 Father is dependent  Yes  No  
 Mother is dependent  Yes  No  
 Total No. of Dependents

Tax Identification No. (TIN)  SSS/GSIS  ID No. (Type 1)  ID No. (Type 2)

Mobile No.  Home Phone No.  Email Address (Personal)  Email Address (Office)

### Residence Type

- Owned  Living w/ Parents or Siblings  
 Company Provided  Living w/ Other Relatives

Rented  Mortgaged Name of Landlord/Finance Co.  Contact No.  Monthly Payment

Present Home Address  Years of Stay

Permanent/Provincial Home Address  Contact No. of Permanent/Provincial Home Address  Years of Stay

Previous Home Address  Contact No. of Previous Home Address  Years of Stay

### Employment

Name of Present Employer/Business  Employment Status  Years of Stay  Position/Title

Address of Employer/Business  Country  Zip Code  Business Phone No.

### Spouse's Information (Write NA if not applicable)

Title  Last Name  First Name  Middle Name  Gender

Date of Birth  Place of Birth  Citizenship/Nationality  Country of Birth  Tax Identification No. (TIN)  SSS/GSIS

Address same as applicant's:  Yes  No Indicate present address if different from applicant's

Mobile No.  Home Phone No.  Email Address (Personal)  Email Address (Office)

Name of Present Employer/Business  Employment Status  Years of Stay  Position/Title

Address of Employer/Business  Nature of Business  Business Phone No.

**References (Give at least 3 persons including one (1) adult member at home)**

Name (Last Name, First Name, Middle Name)	Address	Relationship	Phone No.	Email Address

**Credit References**

Credit Card Number	Outstanding Balance	Valid Thru	Date Issued	Credit Limit	Credit Card Issuer	Contact No.

Credit (Card)

Type of Loan	Outstanding Balance	Term (mm)	Monthly Payment	Loan Amount	Financing Company	Contact No.

Loan

**Bank References**

Type of Account	Name of Bank	Branch of Account	Account Number	Contact No.	Outstanding Balance

**Assets**

Real Estate Location: \_\_\_\_\_ Type of Property: \_\_\_\_\_

Motor Vehicle Brand/Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Owned  Mortgaged

Other Assets (equipment, machine, etc.) Description of Asset/s: \_\_\_\_\_ Quantity: \_\_\_\_\_

**Employment Certification and Undertaking to Deduct and Remit Payment (For Employer's Human Resources Department Use Only)**

I/We certify that the information contained herein are true and correct to the best knowledge of the Company. Further, as instructed and authorized by the ASSIGNMENT OF SALARY AND AUTHORITY TO DEDUCT, I/We hereby undertake, without the need of further act or deed by Borrower/Co-maker, to deduct the monthly amortization and/or other amounts due from Borrower's salary, or termination, retirement, or gratuity pay or other benefit and to remit the same directly to Sterling Bank of Asia no later than the agreed due date. I/We undertake to immediately notify Sterling Bank of Asia of any termination, resignation or other cause for Borrower's separation from/cessation of employment.



Signature of Employer's Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_  
Over Printed Name

**Employees Information**

Employee ID: \_\_\_\_\_

Date Hired: \_\_\_\_\_

Date Regularized: \_\_\_\_\_

**Summary of Monthly Income/Expense**

Basic Income	_____
Fixed Allowances	_____
Less: Deductions/Loans	_____
Net Pay	_____
Ave. Overtime/Commissions	_____
<b>Net Take Home Pay</b>	_____

**CERTIFICATION AND UNDERTAKING WITH ASSIGNMENT OF/AUTHORITY TO DEDUCT SALARY**

I hereby certify that all information in this application, including all documents submitted along with this application, are genuine, true and correct, and I agree to notify Sterling Bank of Asia Inc. (A Savings Bank) ("SBA") of any material changes affecting the information contained herein or in the submitted documents. I fully understand that any misrepresentation or failure to disclose any pertinent or material information on my part as required in this application may cause the disapproval of the same and may be construed as an act to defraud SBA for which civil and/or criminal liability may be pursued against me.

Upon my execution and submission of my application, I bind myself to the terms, conditions and policies of SBA, including but not limited to my liability for all charges, fees and obligations incurred. I further bind myself to any other agreements that may be entered into with SBA in relation to the application.

I authorize SBA and/or its representatives to verify any and all information pertinent to this application and for this purpose, I hereby authorize SBA and/or its representatives to share or disclose to any person or entity any information or document which I have submitted or disclosed to SBA and/or its representatives in connection with my application. I understand that SBA may obtain further information concerning any information or statement made herein from appropriate sources, including but not limited to my previous and current employer/s, credit bureaus and agencies, banks, credit card companies and other financial institutions, relevant government agencies and barangay and/or homeowners' association of the village/subdivision where I reside. I hereby authorize full disclosure of any information to SBA by the afore-mentioned sources, and for this purpose, expressly waive my rights under applicable bank secrecy laws.

In case of disapproval of my application, I understand that SBA is not obligated to disclose the reasons for such disapproval.

My signature on the loan documents indicates that I have carefully read, understood and consented to the terms and conditions therein. My acceptance of the loan proceeds via SBA's ShopNPay Visa Card, Manager's Check or credit to my account indicates that I have waived any and all objections to the terms and conditions of my loan.

I further certify that the proceeds of the loan, if this application is approved, will be used solely for the purpose stated in this application.

I hereby unconditionally assign in favor of SBA, its successors and assigns, such portion of my monthly salaries, remuneration, benefits, and any other amounts due to me from my employer (collectively the "Compensation") as may be necessary and appropriate to fulfill at all times my loan obligations relative hereto. For this purpose, I unconditionally authorize my employer, without need of any further act and deed on my part, to periodically deduct from my Compensation such necessary and appropriate amounts, and to directly remit the same to SBA, without need of notice and/or demand, no later than the agreed due date until my entire obligation has been fully paid. This assignment and authority is absolute and shall remain valid and effective until my entire loan obligation with SBA as stated in the Promissory Note is fully paid.

In the event of my termination or separation from employment for any reason whatsoever, the entire outstanding loan amount shall become immediately due and demandable, and I hereby authorize my employer to retain, withhold and remit directly to SBA such amount from all monies due to me as may be sufficient to fully settle my loan obligation.

**In the event of non-payment of any and all sums due resulting to this loan turning past due, or any occurrence of event of default, SBA, in addition to the remedies available to it under our agreement, existing laws and regulations, is likewise authorized at its discretion, to give due notice regarding the status and details of my loan account to my employer, any responsible officer from my company, or any member of my household. This authorization shall be in full force and effect as long as my loan remains in default and outstanding with SBA.**

**AUTHORIZATION AND CONSENT FOR DATA PROCESSING**

I have read and understood the contents of the Privacy Notice of SBA and hereby authorize and consent to its collection, processing, and sharing of my personal data as provided in the said Privacy Notice, to the extent that it serves the legitimate interests of SBA, complies with my instructions, and is necessary for SBA to comply with law and/or the orders of competent government authority. Unless withdrawn earlier in writing, my authorization and consent will continue to be effective throughout the existence of my account(s), and/or until expiration of the retention limits set by applicable laws, by Bangko Sentral ng Pilipinas (BSP) regulations, and by SBA's policies and procedures. SBA shall protect all information I have provided in this application form from unauthorized disclosure and use in accordance with SBA's Privacy Notice and all applicable confidentiality and data privacy laws.

**ADDITIONAL TERMS AND CONDITIONS**

**WARRANTY AS TO ADDRESSES AND CONTACT NUMBER/DETAILS.** I warrant that the addresses (home, office, and businesses) and the contact numbers/details (telephone, mobile/cellular phone, telex, facsimile, e-mail or other electronic means) which I provided to the bank are true, correct, accurate, existing and operational. I undertake and obligate myself to promptly update, notify, and inform SBA of any change in my addresses (home, office and businesses) and contact numbers/details (telephone, mobile/cellular phone, telex, facsimile, e-mail or other electronic means) provided and listed in the loan application form. In case my preferred billing address and/or contact number is not accessible, SBA has the right to use the other address/es and/or contact numbers/details listed in the loan application form to communicate with me. Notwithstanding this provision, I hereby agree that: (a) any communication sent by SBA via ordinary mail to my preferred billing address shall be considered received by me upon expiration of ten (10) days from mailing; (b) any communication sent by SBA via registered mail to my preferred billing address shall be considered received by me upon expiration of five (5) days from date I received the first notice of the postmaster. Failure on my part to promptly update, notify and inform SBA of changes in my address and/or contact number/detail listed in the loan application within one(1) week from occurrence of such change is an event of default and shall make the loan due and demandable without the need of demand or notice to me.

**CLIENT INSTRUCTIONS.** I authorize SBA to rely upon and act in accordance with any notice, instruction or communication, which may, from time to time, be provided by me, or others on my behalf, using the contact numbers/details (telephone, mobile/cellular phone, telex, facsimile, e-mail or other electronic means) that I have provided, which notice, instruction or communication SBA believes, in good faith, to have been made by me, or upon my instruction and for my benefit. The Bank shall be entitled to treat the notice, instruction or communication transmitted using my contact numbers/details as fully authorized by and binding upon me and to take such steps in connection with, or on reliance upon, the notice, instruction or communication as SBA may consider appropriate.

**SMS and E-MAIL NOTICES.** In addition to the above provisions, I hereby agree, allow and authorize SBA to send notices, instructions, alerts, reminders, and other relevant communications through short message service (SMS), otherwise known as "text messaging", and through e-mail concerning my loan and/or other account with SBA. I hereby hold SBA free and harmless against any and all liabilities, including, but not limited to, those relating to any violation of secrecy laws or regulations (if any), should third persons view or access my personal mobile/cellular phone and/or e-mail account. I agree that SBA has the option, but has no obligation, to send through SMS or e-mail notices, instructions, alerts, reminders, and other relevant communications pertaining to my loan or account with the bank. Furthermore, SBA does not guarantee the timely delivery or absolute accuracy of any SMS or text sent to me, which may be delayed or corrupted on account of technological disruptions caused by third party mobile service providers and other factors beyond the control of SBA.

**CREDIT INFORMATION SYSTEM ACT.** I understand that Republic Act No. 9510 (RA 9510) or the "Credit Information System Act" and its implementing rules and regulations require SBA, which I hereby authorize, to submit and disclose my basic credit data, as well as any regular update or correction thereof, to the Credit Information Corporation (CIC) for the purpose of consolidation and disclosure, as may be authorized by RA 9510. I further understand that my basic credit data may be shared with other lenders authorized by the CIC, and other credit reporting agencies duly accredited by the CIC, for the purpose of establishing my creditworthiness.

**COMPLAINTS HANDLING**

I hereby acknowledge the complaints handling processes and procedures as stated herein. Complaints and concerns regarding the products and services of SBA may be sent to SBA through its Customer Service Helplines by phone at +632 8721 6000 and +632 8672 6300, or by email to customer.service@sterlingbankasia.com. All complaints or concerns shall be treated with utmost confidentiality and urgency and shall be recorded, reviewed, and investigated on by the appropriate officers of SBA. SBA shall acknowledge receipt of such complaint or concern within two (2) calendar days from its receipt. For concerns classified as simple, the Bank shall communicate its resolution within nine (9) calendar days from its receipt. If the concern is complex, the notice of resolution shall be made by the Bank within forty-seven (47) calendar days from the date of its receipt. For this purpose, a concern is considered complex if its assessment, verification, or investigation requires the intervention of a third party. The Bank will notify the concerned client if it needs additional time to resolve the concern and state the reason(s) therefor. In such case, the concern shall be resolved within forty-five (45) calendar days from the date when the notice was given by the Bank to the concerned client. As SBA is regulated by the BSP, complaints and other concerns may also be directly communicated to the BSP Financial Consumer Protection Department by phone at +632 8708 7087 or by email to consumeraffairs@bsp.gov.ph.

I/We have read and understood this agreement and I/we accept and agree to all of its terms and conditions. I/We enter into this agreement voluntarily with full knowledge of its effect.



\_\_\_\_\_  
Signature of Borrower Over Printed Name

\_\_\_\_\_  
Date

**Documentary Requirements**

**General Requirements**

- Completely filled out application form
- 3 copies of Promissory Note
- 3 copies of Disclosure Statement
- Latest 1 month payslip
- Photocopy of company ID
- Photocopy of 1 government-issued ID
- BIR Form 2316
- Other

\_\_\_\_\_  
Photocopy of 1 government-issued ID

**Payment Instructions/Disposition of Proceeds**

- ShopNPay Visa Card
- Credit to Sterling Bank Account
  - Savings
  - Current

Account Name

Account Number

Branch

**THIS PORTION IS FOR BANK'S USE ONLY**

Pre-Screening <input type="checkbox"/> ELIGIBLE <input type="checkbox"/> INELIGIBLE	Credit Score	Processed/Evaluated By	Date
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Exception Noted <input type="checkbox"/> CREDIT <input type="checkbox"/> DOCUMENT	Remarks/Justification
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Application Status <input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	Review/Recommended By	Approved By	Date
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**How did you learn about Avance Salary Loan?**

- Newspaper/Magazine
- TV/Radio
- Social Media
- Email Advertising
- Flyers/Leaflets/Brochures
- Posters/Streamers
- Website/Internet Ads/Online Search
- Events/Exhibits/On-ground Activities
- Other Direct Mails
- SBA Personnel: \_\_\_\_\_
- Branch: \_\_\_\_\_
- SBA Client (referred): \_\_\_\_\_
- Dealer: \_\_\_\_\_
- Other (please specify): \_\_\_\_\_

# PROMISSORY NOTE



**NOTE:** Please print the entire promissory note on letter-size paper using the "actual size" printing setting on your printer.

PN No. \_\_\_\_\_ PN Date \_\_\_\_\_  
Php \_\_\_\_\_ Maturity Date \_\_\_\_\_  
Term \_\_\_\_\_ Place of Execution \_\_\_\_\_

FOR VALUE RECEIVED, I/we jointly and severally promise to pay to Sterling Bank of Asia Inc. (A Savings Bank), hereinafter referred to as the "BANK", the principal sum, plus the interest thereon until fully paid and financing charges as may be authorized by law, in installments, as specified below and subject to the following terms:

Principal Sum : \_\_\_\_\_  
Interest Rate : \_\_\_\_\_  
No. of Monthly Installments : \_\_\_\_\_  
Monthly Installment Amount (*inclusive of interest*) : \_\_\_\_\_  
Monthly Due Date : \_\_\_\_\_  
Purpose : \_\_\_\_\_

It is hereby understood and agreed that for as long as the obligation under this PROMISSORY NOTE remains wholly or partially unpaid, I/we hereby agree that the sum outstanding and payable under this PROMISSORY NOTE is subject to upward or downward adjustments should there be a change in the prevailing cost of money at any given time or if any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the cost of funds, as may be determined by the BANK. The upward or downward adjustments shall be effective and binding on me/us upon my/our receipt of a written notice from the BANK.

I/We jointly and severally agree that the sum herein stipulated shall likewise be subject to a proportionate upward adjustment in the event of an extraordinary decrease in the effective value of the purchasing power of the Philippine Currency. An increase at any time of at least FIFTEEN PERCENT (15%) in the Consumer Price Index for Manila from the date of this PROMISSORY NOTE, as set forth in figures officially released by the Bangko Sentral ng Pilipinas (or by other offices or agencies of the Philippine Government should the figures of the Bangko Sentral ng Pilipinas not be available), shall be regarded as an extraordinary decrease in the effective value of the purchasing power of the Philippine Currency.

I/We agree that if any of the conditions mentioned in the TWO (2) preceding paragraphs should supervene, the BANK shall make the necessary adjustments in the sum outstanding and payable under this PROMISSORY NOTE, and except for manifest error in the computation thereof, the same shall be conclusive upon me/us. In case I/we do not agree to the adjustments as provided herein, I/we shall have the option to prepay all the outstanding obligations under this PROMISSORY NOTE. In the event that I/we do not prepay the obligation under this PROMISSORY NOTE within a period of five (5) days from receipt from the BANK of the notice of the adjustment, I/we shall be deemed to have agreed to the adjustment.

I/We undertake to pay all accrued interests and taxes, as well as actual costs and expenses already incurred by the BANK upon the release of the loan proceeds subject hereof.

The whole sum outstanding and unpaid under this NOTE, including installments, accrued interests and any other sums payable hereunder or under any related agreement, at the option of the BANK, shall become immediately due and payable without need for presentment, demand, protest or notice of any kind to me/us in case any of the following events of default occurs:

- a. My/our failure to pay when due and payable, any sum which I/we are obliged to pay under this PROMISSORY NOTE and/or any other obligation which I/we may now or in the future owe to the BANK and/or to any other party whether as principal, surety or guarantor;
- b. In the event I am/we are declared bankrupt, insolvent, or am/are put under receivership;
- c. If any or all of my/our property/ies is/are levied, executed, garnished or attached;
- d. In case I/we or any of us is/are charged or convicted by final judgment of a criminal offense with the penalty of civil interdiction affecting me/us or any one of us;
- e. Any representation or warranty made by me/us shall be shown to have been untrue, incorrect or misleading as of its date or becomes untrue, incorrect or misleading, or any certificate or opinion furnished pursuant to this PROMISSORY NOTE or any related agreement proves to have been false or misleading as of its date, in any material respect;
- f. The occurrence of any act or event that, in the BANK's sole determination, may result in the impairment of my/our financial capacity, including but not limited to, my/our termination from my/our present employment;
- g. When an encumbrancer/mortgagor takes possession of any of my/our properties or assets or if any of my/our property/ies or fund/s should be attached, garnished, distrained, seized or levied upon;
- h. My/our failure to submit documents relative to the loan application or comply with any of the terms and conditions of this PROMISSORY NOTE;
- i. Any other cases covered by Article 1198 of the Civil Code of the Philippines;
- j. Any other cause or event analogous to the foregoing.

In case of my/our failure to pay any installment, interest, penalty or other sums due or upon the occurrence of any of the Events of Default, I/we hereby authorize the BANK, at its option and without need of notice to me/us, to set-off or apply to the payment thereof, whatever funds, securities and/or things of value belonging to all or any of us, which may be in the possession or control of the BANK, by way of deposit or otherwise. For this purpose, I/we irrevocably appoint the BANK as my/our attorney/s-in-fact to sell or dispose at public auction or private sale such securities or things of value belonging to me/us for the purpose of applying the proceeds thereof to the payment of my/our obligations herein. I/We shall however remain solidarily liable to the BANK for any deficiency.

I/We hereby jointly and severally promise to pay a late payment charge on any unpaid monthly amortization under this PROMISSORY NOTE, or any unpaid portion thereof. I/We understand that the late payment charge shall be FIVE PERCENT (5%) of the unpaid monthly amortization, which rate shall increase at FIVE PERCENT (5%) increments on every succeeding month that the said monthly amortization, or a portion thereof, remains unpaid.

In case this PROMISSORY NOTE is an availing under the Salary Loan Program of the BANK and I/we are separated/terminated from my/our present employment, I/we expressly agree that the loan may, at the BANK's sole option, be converted into a personal loan at the BANK's prevailing market rate. In the event the BANK exercises its option under this paragraph, I/we agree to issue postdated checks covering payment of the remaining monthly amortizations, plus interest, as advised by the BANK. My failure to submit postdated checks when required to do so by the BANK shall be considered an Event of Default.

It is further agreed that in the event the BANK is compelled to litigate or engage the services of a lawyer to protect/enforce any of its rights under this PROMISSORY NOTE, I/we undertake to pay the BANK attorney's fees in an amount equivalent to TWENTY FIVE PERCENT (25%) of the total sum due, which shall not be less than FIVE THOUSAND PESOS (PHP 5,000.00), liquidated damages in an amount equivalent to TWENTY FIVE PERCENT (25%) of the total sum due which shall not be less than FIVE THOUSAND PESOS (PHP 5,000.00), plus expenses of collection and the legal costs which the BANK is entitled to under the law.

Acceptance by the BANK of payment of any installment or any part thereof after due date shall not be construed as an extension of time for the payment of any of the installments, or as a modification of any of the conditions hereof.

I waive/We jointly and severally waive presentment, demand, protest and notice of any kind, and hereby consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the BANK with respect to the payment or other provisions of this PROMISSORY NOTE. No delay or omission on the part of the BANK in exercising any right hereunder shall operate as a waiver of such right or any other rights granted to it under the law or other contract. Any waiver shall be in writing in order to be valid and effective.

As and by way of compliance with BSP Circular Nos. 472, 549, and 589, I/we hereby authorize the BANK to verify the authenticity of the Income Tax Return and other relevant documents that I/we submitted to the BANK in support of my/our application for and in compliance with the terms and conditions of the loan.

I/We understand that Republic Act No. 9510 (RA 9510) or the "Credit Information System Act" and its Implementing Rules and Regulations require the BANK, which I/we hereby authorize, to submit and disclose my/our basic credit data, as well as any regular update or correction thereof, to the Credit Information Corporation (CIC) for the purpose of consolidation and disclosure, as may be authorized by RA 9510. I/We further understand that my/our basic credit data may be shared with other lenders authorized by the CIC, and other credit reporting agencies duly accredited by the CIC, for the purpose of establishing my/our creditworthiness.

In case of litigation, I/we expressly agree that the venue shall only be the courts of Makati City or of any jurisdiction where the BANK has a branch or office, at the sole option of the BANK, to the exclusion of all other venues.

I/We hereby affirm and acknowledge that I/we have carefully read and understood and hereby agree to all the foregoing stipulations which were explained to me/us by an authorized representative of the BANK and that at the time I/we affixed our signatures hereto, all the blank spaces have been completely filled up. Should there be corrections which need to be made in the PROMISSORY NOTE or in other related documents, the BANK is hereby authorized to make the corrections.



BORROWER

CO-BORROWER

Signed in the presence of:

DOCUMENTARY STAMP AFFIXED

**STERLING BANK OF ASIA INC. (A SAVINGS BANK)**  
**DISCLOSURE STATEMENT ON LOAN/CREDIT TRANSACTION**  
 (As required under R.A. No. 3765 or the Truth in Lending Act)

**NAME OF BORROWER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**1. LOAN AMOUNT**

**P** \_\_\_\_\_

**2. OTHER BANK CHARGES/DEDUCTIONS COLLECTED**

**P** \_\_\_\_\_

- a. Documentary/Science Stamps
- b. Mandatory Credit Insurance
- c. Notarial Fees
- d. Other (specify):

**P** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. NET PROCEEDS OF LOAN (item 1 less item 2)**

**P** \_\_\_\_\_

**4. SCHEDULE OF PAYMENTS**

**P** \_\_\_\_\_

- a. Single payment due on \_\_\_\_\_
- b. Installment payments (please see amortization schedule)

**P** \_\_\_\_\_

**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)**

Nature	Amount/Rate
a. Late Payment Charge	5% of the unpaid monthly amortization, subject to 5% increments for every succeeding month that the said amortization or a portion thereof remains unpaid
b. Attorney's Fees	25% of the total sum due or Php5,000, whichever is higher
c. Liquidated Damages	25% of the total sum due or Php5,000, whichever is higher
d. Expenses of Collection	based on actual expenses
e. Legal Costs	based on the amount which the Bank is entitled under the law

**CERTIFIED CORRECT: STERLING BANK OF ASIA INC. (A SAVINGS BANK)**

\_\_\_\_\_  
 Authorized Representative's Signature Over Printed Name

\_\_\_\_\_  
 Designation/Title

**I/WE ACKNOWLEDGE RECEIPT OF THIS STATEMENT PRIOR TO THE CONSUMMATION OF THE CREDIT TRANSACTION AND I/WE UNDERSTAND AND FULLY AGREE TO THE TERMS AND CONDITIONS THEREOF.**

\_\_\_\_\_  
 Signature of Borrower Over Printed Name



\_\_\_\_\_  
 Signature of Co-borrower Over Printed Name

\_\_\_\_\_  
 Date

NOTICE TO THE BORROWER: YOU ARE ENTITLED TO A COPY OF THIS PAPER WHICH YOU SHALL SIGN.

## ADDENDUM TO CONSUMER LOAN AND MORTGAGE AGREEMENTS AND PROMISSORY NOTES



This Addendum amends, supplements, and forms an integral part of the Promissory Note, Promissory Note with Chattel Mortgage, and Unified Loan and Mortgage Agreement with respect to the consumer loans granted by Sterling Bank of Asia Inc. (A Savings Bank) (the "Bank").

1. **Defined Terms.** Unless otherwise provided in this Addendum, the terms defined in the Promissory Note, Promissory Note with Chattel Mortgage, and Unified Loan and Mortgage Agreement are used in this Addendum as so defined. In addition, the following terms shall have the meanings stated below:
  - a. "Consumer Loans" refers to loans for personal consumption such as personal loans, salary loans, auto loans, residential real estate loans and other similar loans.
  - b. "Agreement" refers to the Promissory Note, Promissory Note with Chattel Mortgage, and Unified Loan and Mortgage Agreement signed by the Borrower in relation to Consumer Loans granted by the Bank.
  - c. "Borrower" refers to the "Borrower/Mortgagor", "Borrower", "Co-Borrower", "Maker", or "Co-Maker" as defined in the Agreement.
  - d. "Loan" refers to the principal amount lent by the Bank to the Borrower subject to the terms and conditions of the Agreement.
2. **Loan Extension and Renewal.** The term of the Loan may be extended or renewed by mutual consent of the BANK and the BORROWER.
3. **After-sales Inquiries and Concerns.** The BORROWER may communicate any inquiry or concern regarding the Agreement by calling the BANK's Customer Service Helplines at +632 8721 6000 and +632 8672 6300, or by sending an electronic mail to [customer.service@sterlingbankasia.com](mailto:customer.service@sterlingbankasia.com). All inquiries and concerns shall be treated with utmost confidentiality and urgency, and shall be recorded, reviewed, investigated, and resolved. The BANK shall notify the BORROWER of its findings or results of its investigation within a reasonable time from the completion of the same. As the BANK is regulated by the Bangko Sentral ng Pilipinas, the BORROWER may also communicate inquiries and concerns directly to the Bangko Sentral ng Pilipinas - Financial Consumer Protection Department by calling +632 8708 7087 or by sending an email to [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph).
4. **Collection.** The BANK may engage the services of a third-party collection agency to collect any sum due from the BORROWER under the Agreement. The BORROWER consents to the disclosure of any information to third party collection agency for this purpose. All costs and expenses of collection, including out-of-pocket expenses, administrative costs, service charges, and other similar costs shall be for the account of the BORROWER.
5. **Data Privacy.** The BORROWER warrants that the BORROWER has read and understood the contents of the Privacy Notice of the BANK and hereby authorizes and consents to the collection, processing, use, disclosure, and retention by the BANK of any personal information pursuant to the Agreement, in accordance with Republic Act No. 10173 (Data Privacy Act of 2012), its implementing rules and regulations, or other applicable laws, for the purpose of enforcing the Agreement and this Addendum.

Unless withdrawn earlier in writing, the above authorization and consent will continue to be effective throughout the existence of the Agreement or until expiration of the retention limits set by Republic Act No. 10173 (Data Privacy Act of 2012), its implementing rules and regulations, or other applicable laws; the rules and regulations issued by the Bangko Sentral ng Pilipinas (BSP) or the Banker's Association of the Philippines (BAP); or the policies and procedures of the BANK.
6. **Conflict of Interest.** The BANK warrants that its directors, officers, and employees shall comply with the BANK's conflict of interest policy in dealing with the BORROWER. The BANK shall exercise all reasonable measures to prevent, manage, or resolve conflicts of interest, which may adversely affect the interests of the BORROWER.
7. **Cooling Off and Cancellation.** The BORROWER may cancel the Agreement at any time by providing a written notice to the BANK. If the BORROWER shall cancel the Agreement within two (2) business days from its execution ("Cooling-Off Period"), the BORROWER shall not incur any liability and shall only have to pay the Loan. However, if the BORROWER shall cancel the Agreement after the Cooling-Off Period, the BORROWER shall have to pay, in addition to the Loan, all interest, prepayment penalties, and other costs that have accrued as of the effective date of cancellation.

8. **Closing Statement.** Upon the cancellation or termination of the Agreement, the BANK shall deliver to the BORROWER a written certification or other closing statement, containing a summary of the material aspects of the Agreement, including the (a) Loan obtained by the BORROWER; (b) the payments made by the BORROWER; and (c) the charges and costs of the Loan.

9. **Amendment.** Any amendment or modification to the Agreement shall be in writing. Unless the amendment or modification is directed by the Bangko Sentral ng Pilipinas to take effect immediately, the BANK shall first notify the BORROWER of any such amendment or modification through mail, publication, posting in the BANK's premises or website, or such other means as may be required by applicable law or regulation, no later than sixty (60) days before the effective date of any such amendment or modification.

The BORROWER must, within five (5) business days from receipt of notice, accept the amendment or modification in writing. If the BANK shall not have received the BORROWER written conformity after the lapse of five (5) business days, the BANK shall regard the absence of the written conformity as the BORROWER's disagreement to the amendment or modification. The BORROWER shall then be considered to have waived the remaining term of the Agreement, and the Loan and all other sums payable under the Agreement shall become immediately due and payable without need of prior notice or demand and without any prepayment penalty.

10. **Inconsistent Provisions.** In case of inconsistency between the Agreement and this Addendum, the provisions contained in this Addendum shall prevail.

11. **Multiple Borrowers.** If two or more BORROWERS sign this Agreement: (a) all representations, warranties, and covenants shall be individually applicable to each borrower; and (b) all covenants, liabilities, and obligations entered into by, or imposed on, each borrower under this Agreement, shall be joint and several in all circumstances.

12. **Counterparts.** This Addendum may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

The Parties are signing this Addendum this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**STERLING BANK OF ASIA INC.**  
**(A Savings Bank)**

\_\_\_\_\_  
**Name and Signature of Borrower**



By:

\_\_\_\_\_  
**Name and Signature of  
Authorized Representative**

Signed in the presence of:

\_\_\_\_\_  
**Name and Signature of Bank Witness**

\_\_\_\_\_  
**Name and Signature of Bank Witness**

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**) S.S.**

BEFORE ME, a Notary Public for and in the above jurisdiction, on this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared the following:

NAME	GOVERNMENT ID NO.	PLACE OF ISSUE/DATE OF ISSUE
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known to me, through competent evidence of identity, to be the same persons who executed this Addendum to Consumer Loan. They acknowledged to me that this Addendum to Consumer Loan is their own free and voluntary act and deed.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

NOTARY PUBLIC

Doc. No.: \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.