**Bank of the Philippine Islands**

**E-LINK AUTOMATIC DEBIT ARRANGEMENT**

Customer Enrollment Form for BELLAVITA LAND CORP. Customers

_____ Depository Branch

| Customer's Name | Date |
|---|---|
| Deposit Account Number to be debited (Customer Account) | |
| Company/Merchant | Customer Reference No. * |
| * Please see Customer Reference No. indicated on proof of billing, policy contract, or customer introductory letter dated _____ | |

**TERMS AND CONDITIONS FOR ENROLLMENT**
**UNDER BPI'S AUTOMATIC DEBIT ARRANGEMENT**

The undersigned, hereby applies with the BANK OF THE PHILIPPINE ISLANDS (BPI) for enrollment under BPI's Automatic Debit Arrangement ("Facility") for the payment of his/its bill via the automatic debiting of the BPI CA/SA Deposit Account as indicated above (the "Customer Account"). For purposes of effecting payments to the Company/Merchant through the Expresslink (Elink) System ("the Facility"), the undersigned:

1. Shall abide by the Bank's rules and requirements for maintaining the Customer Account and agrees to comply with the Bank's rules and requirements for the use of the Facility.

2. Authorizes the Company/Merchant and/or BPI to debit or cause the debiting of the Customer Account of amounts due to the Company/Merchant in accordance with the Schedule of Payment of the Contract to Sell signed and executed by and between the Company/Merchant and the Customer on _____, and thereafter, shall remit the same to the Company/Merchant.

3. Authorizes the Company/ Merchant or its agents to know and access such information as may be required or necessary in the implementation of the Facility, such as but not limited to, existence and status of the Customer Account and reason for debit rejection, if any, which information are or may be covered under R.A. 1405 (The Law on Secrecy of Bank Deposits).

4. Undertakes to ensure that the Customer Account shall always have sufficient and free funds to cover all amounts due as billed by Company/Merchant. Any discrepancy between the billed amount and the debited amount shall be resolved entirely between the undersigned and Company/Merchant.

5. Acknowledges that billing and other complaints regarding the merchandise and/or services of the Company/Merchant shall be the direct responsibility of Company/Merchant and that BPI shall not, in any manner, have any obligation to the undersigned for matters relating to such complaints.

6. Agrees that his/its enrollment under the Facility shall automatically be deemed withdrawn/terminated at any time BPI is unable to debit the amount due by reason of closure of his/its Customer Account, insufficiency of funds, garnishment of deposit, or grounds analogous to the foregoing causes. The undersigned, on the other hand, may terminate his/its enrollment in the Facility by submitting a written notice of termination/cancellation to BPI and to the Company/Merchant. The undersigned further agrees that in case his/its enrollment in the Facility is cancelled/terminated, his/its enrollment may only be reinstated upon the approval of Company/Merchant subject to the same terms and conditions for new enrollees.

7. For Corporate Customers: Represents and warrants that: (a) All appropriate and necessary corporate and legal action has been taken by it to authorize the execution, delivery and performance of these terms and conditions and of the specific agreements to which it is a party; and (b) These terms and conditions and such specific agreements to which it is a party constitute, and when executed and delivered pursuant to these terms and conditions will constitute, its legal, valid and binding obligations, enforceable in accordance with their respective term. There is no provision in its Articles of Incorporation, By-Laws or other constitutive documents of the undersigned, and no provision of any indenture or agreement to which it is a party or by which it or any of its property is bound, nor is there any statute, rule or regulation, or any judgement, decree or order of any court or agency applicable to it, which would be contravened by the execution and delivery of these terms and conditions or the specific agreements to which it is a party or by the performance of any provision, condition, covenant, or other term hereof or thereof.

8. For Individual Customers: For joint accounts, it is hereby understood and agreed that all transactions to be made by any of the undersigned in connection with the Facility are done with the full knowledge and consent of the undersigned's co-depositor/s.

9. Recognizes that the use of the Facility will expedite payments of the undersigned's obligations to the Company/Merchant and is for the undersigned's benefit and that of the Company/Merchant.

10. Holds BPI free and harmless from any and all damages, liabilities, suits or causes of action arising from the implementation/operation of the Facility, fortuitous events and any interruption, suspension or discontinuance of the Facility due to technical or mechanical causes and/or errors.

_____
Customer

| FOR BANK USE ONLY | |
|---|---|
| Encoded/Verified by: | Approved by: |