

Loan Account No.: _____

ATOME

**DISCLOSURE STATEMENT
ON LOANS AND CREDIT TRANSACTIONS**
(As Required under R.A. 3765, Truth in Lending Act)

NAME OF BORROWER : _____

ADDRESS : _____

CREDIT DETAILS:

Credit Type	Credit Limit	Fixed Service Fee	Fixed Late Fee
<< Paylater/ 2-month Installment/ 3-month Installment/ 6-month Installment>>	P _____	___% per transaction (for Paylater)/ ___% per month (for Installment)	P300

1. LOAN AMOUNT

P XXX

2. FIXED SERVICE FEE

P XXX

3. OTHER CHARGES

- a. Fixed Late Fee
(*Applicable only if account becomes past due)

4. SCHEDULE OF PAYMENT OR AMORTIZATION

- a. If Single Payment, due on <<Single Date>>
b. If Installment payments –
i. Number of Installments: _____
ii. Tenor: << days/months>>
ii. Principal Amount due per installment: **P XXX**
iii. Charges due per installment: **P XXX**
iv. First Installment due on <<Date of First Installment>>
v. Last Installment due on <<Date of Last Installment>>
vi. Total Due:

P XXX

P XXX

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT PRIOR TO THE CONSUMMATION OF THE CREDIT TRANSACTION. I FURTHER CERTIFY THAT I HAVE READ, STUDIED AND UNDERSTOOD THE TERMS THEREOF.

[NAME OF BORROWER]

Date: _____

Loan Account No.: _____

ATOME

PAYLATER CREDIT LINE AGREEMENT

CUSTOMER INFORMATION TABLE

<u>Lender:</u> Name: Neuroncredit Financing Company Inc., doing business as ATOME or ATOME PH Address: Unit 1605, 16/F, Centerpoint Condominium, Dona Julia Vargas Ave. corner Garnet Street, Ortigas Center, San Antonio, Pasig City 1605	
<u>Borrower</u> Last Name: _____ First Name: _____ Present Address: _____ Permanent Address: _____ Contact Information Email: _____ Mobile No.: _____	Date of Birth: _____ Nationality: _____ Source of Funds or Property: _____ Nature of Work, if any: _____ Name of Employer/Business, if any: _____
Type of Government ID Presented: _____	Government ID No.: _____
Type of Loan: <<Paylater/Installment>> Loan Amount/Credit Line: P _____ Tenor: << days/months>> Schedule of Fees: _____	

PAYLATER CREDIT LINE AGREEMENT

This Paylater Credit Line Agreement ("**Agreement**") is made and entered into on <<the date the Borrower assented to the Agreement>>, by and between:

Neuroncredit Financing Company Inc., a corporation duly organized and existing under the laws of the Philippines, with its principal office at Unit 1605, 16/F, Centerpoint Condominium, Dona Julia Vargas Ave. corner Garnet Street, Ortigas Center, San Antonio, Pasig City 1605 ("**Atome**");

and

Name, Filipino, of legal age, with address at _____ (the "**Borrower**").

(Atome and the Borrower are individually referred to as a "**Party**" and, collectively, the "**Parties**".)

Recitals:

1. The Borrower has requested Atome for a Credit Line in the amount of [amount] (the "**Credit Line**") for the purpose stated in the Customer Information Table (the "**Customer Information Table**") above.
2. The Credit Line is subject to additional terms and conditions contained in the document referred to as General Terms and Conditions (the "**General Terms and Conditions**"), which is accessible in Atome's mobile phone application ("application") and website. Atome may, at any time, update the General Terms and Conditions upon notice to the Borrower, through announcements and/or notifications in Atome's application, website, social media accounts and other similar authorized channels, which shall be binding on the Borrower.
3. Atome has agreed to extend the Credit Line to the Borrower subject to the terms and conditions of the Agreement and the General Terms and Conditions.

The Parties agree as follows:

Section 1. Definitions and Interpretation

- 1.1 In the Agreement, a reference to:
- (a) a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified, re-enacted or consolidated, whether before or after the date of the Agreement and shall include also any past statutory provision or regulation (as from time to time modified, re-enacted or consolidated) which such provision or regulation has directly or indirectly replaced (except to the extent that any such statutory provision or regulation made, modified, re-enacted or consolidated after the date of the Agreement would create or increase any liability of any Party under the Agreement);
 - (b) **"Agreement"** includes all amendments, additions, and variations thereto agreed between the Parties;
 - (c) **"person"** shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;
 - (d) **"day"** or **"month"** is a reference to a day or month respectively in the Gregorian calendar; and
 - (e) **"in writing"** includes any means of visible reproduction;
- 1.2 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders.
- 1.3 The General Terms and Conditions, the Customer Information Table, the Disclosure Statement (as defined in Section 2 of this Agreement), and Annex A (Promissory Note) form integral parts of the Agreement and have the same force and effect as if expressly set out in the body of the Agreement.
- 1.4 The Disclosure Statement is a clear statement in writing setting forth the information about the Credit as required under the Truth in Lending Act, Republic Act No. 3765 and Consumer Act of the Philippines, Republic Act No. 7394. Atome undertakes to provide the Borrower an amended Disclosure Statement whenever there are changes to any of its provisions, through announcements and/or notifications in Atome's application, website, social media accounts and other similar authorized channels, which shall be binding on the Borrower.
- 1.5 The headings in this Agreement are inserted for convenience only and shall not affect the construction of the Agreement.

Section 2. The Credit Line

- 2.1 Subject to the terms of this Agreement, Atome hereby establishes a Credit Line in favor of the Borrower under which Atome will extend credit to the Borrower from time to time, by way of Loans pursuant to Section 2.2 hereof. Each Loan or extension of credit shall be in such amount as the Borrower may request, but the aggregate principal amount of all extensions of credit at any one time outstanding shall not exceed the approved Credit Limit of _____ (the "Credit Limit"). At the discretion of Atome, the Borrower may obtain credit, repay without penalty and obtain further credit as provided for under this Agreement. Borrower shall be required to execute a Promissory Note (Annex "A" hereof) for every Loan or extension of credit.
- 2.2 Atome agrees to permit the Borrower to take out a Loan in any allowable amount within the approved Credit Limit, and to compute the fees, interest and other charges based only on the actual amount of the Loan. Provided, that the Borrower may be required to pay back in full the outstanding Loan, including all computed interest, fees and other charges within the repayment schedule, before the Borrower may be allowed to take out another Loan from the same Credit Line.
- 2.3 Borrower hereby guarantees that the proceeds of the Loans and other extensions of credit under the Credit Line shall be used exclusively for payment of goods and services from Atome's partner merchants. Borrower shall not use the proceeds for any illegal, improper or unlawful purpose.

Section 3. Monthly Statement of Account

- 3.1 Borrower shall be issued a Statement of Account ("SOA") every month containing a summary of amounts due, fees and charges. The SOA shall indicate the following: (a) Statement Amount and (c) Payment Due Date.
- 3.2 "Statement Amount" represents the sum of all transactions, fees and charges, including interest and penalties, if any, that the Borrower owes Atome for the period covered by the SOA.
- 3.3 "Payment Due Date" refers to the date indicated in the SOA when payment must be received by Atome. Borrower must pay the Statement Amount at authorized payment centers on or before the Payment Due Date to avoid incurring Late Fee charges.

- 3.4 At Atome's option, the SOA may be sent via mail or courier, email to Borrower's registered email address or such other means of delivery which Atome considers appropriate and effective.
- 3.5 Borrower recognizes and acknowledges the integrity of the SOA as an electronic document pursuant to the provisions of the Electronic Commerce Act and agrees to pay the amount thereon on or before the Payment Due Date.
- 3.6 It is the Borrower's responsibility to update his/her contact information when necessary; otherwise whatever registered contact information appearing in the records of Atome will remain valid and binding on the Borrower for purposes of delivering the SOA. Notwithstanding the absence or lack of proof of service of the SOA upon the Borrower, or failure by the Borrower to view the SOA, the latter agrees to pay any and all statement balances on or before the Payment Due Date.
- 3.7 In case the Borrower does not receive the SOA, it is the Borrower's responsibility to inform Atome of the non-receipt of the SOA and to inquire about the amount due arising from the Loan and other extensions of credit under the Credit Line.

Section 4. Fees and Charges

- 4.1 A Fixed Service Fee charge shall be imposed depending on the Paylater product availed of by the Borrower:
- For Paylater: the Fixed Service Fee shall be charged on the loan principal and must be paid in full along with the principal on the Payment Due Date under the SOA.
 - For Installment: the Fixed Service Fee shall be charged on the principal of each installment, and must be paid in full along with the installment on the Payment Due Date under the SOA.
- 4.2 A Fixed Late Fee charge of PHP300 shall be imposed if Atome fails to receive on or before the Payment Due Date the full payment of the Statement Amount under the SOA.
- 4.3 Atome reserves the right to adjust the fees and charges, or add other fees and charges, upon notice to the Borrower. The upward or downward adjustment of the fees and charges shall be binding on the Borrower on the date of effectivity as indicated in the notice from Atome.

Section 5. Representations and Warranties

- 5.1 The Borrower represents and warrants to Atome that:
- The Borrower is of legal age, is of sound mind, does not have any criminal record, possesses full legal capacity to enter into, and freely and voluntarily enters into this Agreement, and has obtained all necessary consents and approvals, including marital consent, to obtain the Loan under the Agreement;
 - The Borrower is entering into the Agreement for his own account and not on behalf of another person;
 - All of the Borrower's loans and obligations with Atome and other lenders (including but not limited to banks, financing companies, lending companies, financial technology entities and credit card companies) are updated and not delinquent or past due;
 - The Borrower has no dismissed or pending claim or action against Atome and other lenders (including but not limited to banks, financing companies, lending companies, financial technology entities and credit card companies) filed in judicial, quasi-judicial, and administrative tribunals, including but not limited to courts in the Philippines, the National Privacy Commission and the Securities and Exchange Commission;
 - All documents and information presented to and/or submitted by the Borrower to Atome in relation to the Agreement are current, authentic, and may be relied upon by Atome;
 - All written and oral representations and communications made by the Borrower to Atome in relation to the Agreement remain true, correct, and accurate;
 - The Agreement shall be valid and binding upon the Borrower, or his co-makers or guarantors, as the case may be, and enforceable in accordance with its terms and conditions; and
 - The emergency contacts the Borrower provided for Atome as reference have consented to be qualified as Borrower Emergency Contacts and that the Borrower has notified said Emergency Contacts that they may be contacted for the purposes of Borrower Verification, Updating of Borrower's Information and Contact Details, Marketing and Customer Service.

Section 6. Covenants

- 6.1 As long as the Loan or any other fees, charges, or amounts owing under the Agreement remain outstanding and unpaid, Borrower shall:

- a. Promptly perform all of the Borrower's obligations under the Agreement, including without limitation the payment of amounts due under the Agreement;
- b. Promptly submit and provide to Atome all documents and information, execute and deliver such other instruments and documents, and perform or refrain from performing any such other acts, as may be required by Atome, whether for compliance with government regulations or Atome's own policies;
- c. Notify Atome of every change in the Borrower's contact details and address immediately after such change; and
- d. Hold Atome free and harmless against any and all claims arising from the use of the proceeds of the Loan.

Section 7. Payment and Payment Channels

- 7.1 The Borrower agrees to pay each amount due, including any applicable charges and fees, on or before the Payment Due Date.
- 7.2 Any and all payments to be made by the Borrower in connection with the Agreement shall be made exclusively through the payment channels designated and authorized by Atome ("**Payment Channels**") under the General Terms and Conditions, as may be modified by Atome from time to time, but only through announcements and/or notifications in Atome's application, website, and social media accounts. The Borrower undertakes to constantly verify and update himself with the list of Payment Channels. Intended payments made by the Borrower, but not in designated and authorized Payment Channels, shall not be honored by Atome.
- 7.3 The Borrower expressly waives the benefit of Article 1252 of Republic Act No. 386 (Civil Code of the Philippines), on application of payments, and agrees that any payment to Atome for the purpose of settling any Installment Amount or any other amount due under the Agreement may be applied to any Installment Amount or any other unpaid amount at Atome's sole discretion.
- 7.4 If the Borrower pays more than the Statement Amount or any other amount due on the Loan, Atome can choose to apply the excess payment to any other amount due from the Borrower. If there are no such other amounts due from the Borrower, he may request for the return of the excess payment by calling Atome's hotline. Atome will then inform the Borrower of the conditions and the manner by which such excess payment can be returned.

Section 8. Events of Default

- 8.1 Each of the following events constitutes an event of default ("**Event of Default**"), irrespective of the reason for its occurrence, whether voluntary or involuntary, or regardless of whether it occurs as a result of any court order, law, regulation or *force majeure*:
 - a. The Borrower breaches or otherwise fails to promptly and fully perform any of his obligations under the Agreement, including the Borrower's failure to pay his obligations under the Agreement;
 - b. The Borrower breaches any of his representations, warranties, or covenants;
 - c. The Borrower is in default in respect of any other facility or indebtedness granted by Atome or third parties;
 - d. Any event which, in the reasonable opinion of Atome, would result in the likelihood that any of the Borrower's obligations under the Agreement will not be performed or fulfilled, such as, but without being limited to, the death or incapacity of the Borrower, pending or actual insolvency (including, but not limited to, the filing of a petition for the suspension of payments, and voluntary or involuntary insolvency by or against the Borrower) or a change in any law or regulation that affects the validity or enforceability of the Agreement.
- 8.2 The Borrower shall also be deemed in default once he has a pending claim or action against Atome and other lenders (including but not limited to banks, financing companies, lending companies, financial technology entities and credit card companies) filed in judicial, quasi-judicial, and administrative tribunals, including but not limited to courts in the Philippines, the National Privacy Commission and the Securities and Exchange Commission.

Section 9. Consequences of Default

- 9.1 Upon the occurrence of an Event of Default, Atome may, at its sole discretion, without need of notice or demand, and without limiting Atome's rights under applicable law or under the Agreement:
 - a. Take such action and exercise such remedies in order to protect and enforce its rights under this Agreement and the General Terms and Conditions;

- b. Declare the Loan and any other loans owed by the Borrower to Atome under other loan agreements, including all loan installment amounts, fees, charges, penalties and interest accrued and unpaid thereon, to be immediately due and payable, without need of presentment, demand, protest or further notice of any kind, all of which are herein expressly and specifically waived by the Borrower;
 - c. Impose and collect any and all fees, charges and penalties in the Agreement; and
 - d. Impose and recover from the Borrower the attorney's fees, litigation expenses and all other fees and costs incurred in connection with enforcing the Borrower's obligations under the Agreement.
- 9.2 The rights available to Atome under the Agreement and applicable law, may be exercised by Atome alternatively, successively, concurrently, and/or cumulatively, at the sole option of Atome.

Section 10. Collection and Processing of Information

10.1 Borrower expressly consents to the collection, use, storage, disclosure, updating and processing (as these terms are defined under the applicable confidentiality and data privacy laws of the Philippines and other jurisdictions, as the same may be amended, revised or supplemented from time to time) by Atome of any information provided by Borrower or by whatever source in relation to or in connection with this T&C or a Loan Agreement, including any information previously provided arising from a prior transaction with Atome. Borrower expressly allows Atome to obtain and extract data from the Borrower-provided information (Full Name, Mobile Number, Email, FB information, Date of Birth, Gender, Marital Status, Dependents, Education, Work History, Address, ID information, Emergency Contacts, Facial Information, Bank Account -should the information be available) ("**Registered Contact Details**"), for the following purposes which include but are not limited to: verifying Borrower credit risk, analyzing and studying Borrower behavior, administering and enforcing Borrower's obligations (specifically collections) under this T&C or Loan Agreement, marketing and advertising (e.g. raffle promotions, competition, etc.), engaging with customer service and the like.

10.2 Borrower takes responsibility to be apprised of the terms and conditions concerning the collection, use, storage, and transfer of his/her personal information as set out in Atome's Privacy Policy. Both T&C and Privacy Policy are viewable and found in Atome's website.

10.3 Borrower expressly consents to the collection and processing of personal information about and/or relating to Borrower (including but not limited to acquiring Borrower mobile phone contact information, Borrower mobile phone history, etc.) and to the transfer of such information to third parties, including without limitation, any of the affiliates, subsidiaries, subcontractors, third party collection agencies of Atome, credit bureaus, collection agencies, government agencies (including local government units, the Bureau of Internal Revenue, the Anti-Money Laundering Council and the Credit Information Corporation) as well as to Atome's assignee in the event of a transfer of its business enterprise or a transfer or assignment of the Loan Agreement in accordance with such Privacy Policy.

10.4 Borrower hereby consents to and authorizes Atome, for the purpose of conducting its credit adjudication, credit billing and collection activities; (i) to obtain pertinent credit and personal information of Borrower from Borrower's employer, banks, credit card companies, and other financial institutions; and (ii) to process and acquire information about the Borrower from all relevant sources such as mobile phone, customer service, social media, Atome third party contacts and Borrower's third party contacts.

10.5 Borrower hereby authorizes his/her employer, banks, credit card companies, and financial institutions mentioned in the immediately preceding paragraph, to release any and all information required by Atome, such as, but not limited to, information required under Republic Act No. 9160, as amended (Anti-Money Laundering Act of 2001), Republic Act No. 7394 (Consumer Act of the Philippines), Republic Act No. 9510 (Credit Information System Act), and other similar laws and regulations.

10.6 Borrower hereby certifies that any information and document supplied by Borrower, or by any person authorized by Borrower, to Atome in connection with this T&C, any Loan or any Loan Agreement shall, at the time they are provided, to be true, genuine and/or correct. If any information or document is untrue or inaccurate, Atome can reject the application for a Loan or cancel its approval.

10.7 Borrower guarantees that the Emergency Contacts he or she provided to Atome as reference have consented to be qualified as Borrower's Emergency Contacts, and that the Borrower has notified said Emergency Contacts that they may be contacted for the purposes of borrower verification, updating of Borrower's information and contact details, and marketing and customer service.

10.8 Atome will keep Borrower information in Atome database starting from Borrower's registration and application (first usage) to Borrower's last usage (any of the following: log-in, sign out, loan repayment, customer service interaction, etc.) plus a minimum period of five (5) years therefrom or as long as required by Philippine laws. Should a Borrower be inactive for five (5) years or more, Borrower's personal information will be deleted from the database.

Section 11. Sale, Transfer and Assignment of the Agreement

- 11.1 Atome may sell, transfer or assign (and the Borrower consents to such sale, transfer or assignment) the Agreement, any of its rights and obligations hereunder, including, for the avoidance of doubt, any information about and/or relating to or obtained from the Borrower pursuant to the Agreement, to any person, company or entity. The Borrower shall be bound to fulfil and perform all of the Borrower's obligations to such buyer, transferee or assignee, including the payment of the Loan in accordance with the Agreement, as if such buyer, transferee or assignee was the original lender. For this purpose, the Borrower waives any rights he may have under Article 1634 of Republic Act No. 386 (Civil Code of the Philippines) or other affected laws or regulations.
- 11.2 The Borrower may not, without the express written consent of Atome, sell, transfer or assign any of his rights and obligations hereunder. Such buyer, transferee or assignee of the Borrower, if and when recognized by Atome, shall be bound to fulfill and perform all the Borrower's obligations under the Agreement as though the original borrower.

Section 12. Miscellaneous

Taxes

- 12.1 All payments due to Atome, whether of principal, interest, fees, charges, penalties or otherwise, if any, shall be made without set-off or counterclaim, free and clear of, and without deduction or withholding for or on account of, any taxes, including documentary stamp tax, withholding tax and/or value-added tax, and, all of which shall be for the account of the Borrower. If the Borrower shall be required by any law or regulation to make any deduction or withholding in respect of taxes from any payment hereunder, the sum payable by the Borrower shall be increased as will result in the receipt by Atome, after such deduction or withholding, of the amount that would have been received if such deduction or withholding had not been required.

Costs and Expenses

- 12.2 Atome shall pay, on the account of the Borrower, all reasonable costs, charges and expenses incurred in connection with the execution of the Agreement and any other documentation required hereunder and/or any amendment hereto. The amount advanced by Atome will form part of the Loan and be recovered from the Borrower.

No Waiver

- 12.3 No failure, omission or delay on the part of Atome in exercising any right or power under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any further exercise thereof. Acceptance by Atome of any payment for Atome after its due date or after an Event of Default has occurred or after legal proceedings have been commenced against the Borrower shall not constitute an extension of time for payment or a modification or novation of the terms of the Agreement or in any way prejudice Atome.

Entries in Atome's Accounts

- 12.4 In any dispute arising out of or in connection with the Agreement, the entries made in the accounts maintained by, and the records of, Atome are *prima facie* evidence of the matters to which they relate, absent any manifest error.

Severability

- 12.5 If any provision of the Agreement is held to be invalid, illegal, or unenforceable under any applicable law or regulation, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. The Agreement shall be reformed, construed, and enforced to the fullest extent possible as if such invalid, illegal, or unenforceable provision had never been included.

Venue of Dispute

- 12.6 Any dispute arising from the Agreement shall be brought exclusively in the court having jurisdiction over the principal office of Atome.

Notices

- 12.7 In addition to the means and modes provided under the Agreement, all notices, demands, or other communications required or permitted to be given or made by Atome to the Borrower hereunder shall be in writing and delivered personally or sent by prepaid registered post or by text message or by electronic mail. Atome may make general announcements through its website, the application, social media and other authorized channels.

Governing Law

- 12.8 This Agreement shall be governed by the laws of the Republic of the Philippines.

Conformity

The Borrower confirms having read and understood, and agrees to the provisions of the Agreement.

[NAME OF BORROWER]

Date: _____

Loan Account No.: _____

ATOME

ANNEX A PROMISSORY NOTE

Issue Date: <<same date the Borrower assented to the Loan Agreement>>

Maturity Date: <<same date as due date>>

For value received, **[Name of Borrower]** (the "**Borrower**") unconditionally promises to pay to the order of **Neuroncredit Financing Company Inc.** (the "**Lender**") the principal sum of <<Same value as LOAN AMOUNT >>, Philippine Currency, together with stipulated interest, fees and charges thereon, pursuant to the terms of the above Loan Agreement by and among Borrower and the Lender (the "**Agreement**"), to which reference is hereby made and which are herein incorporated by reference. Capitalized terms used herein as proper nouns shall have the meanings set out in the Agreement.

Borrower further promises to pay any interest, fees, charges and penalties to the Lender on amounts due and owing to the Lender, as well as all other amounts provided in the Agreement, at the rates and in the manner provided and calculated in accordance with the provisions of the Agreement.

The principal of and interest, fees and charges on this Note shall be payable without counterclaim, free and clear of and without deduction for taxes, restrictions or conditions of any nature as provided under the Agreement. If Borrower is required to make any such deduction or withholding from any such payment, Borrower shall pay such additional amounts as are provided in the Agreement.

In case of conflict between the terms of the Agreement and this Note, the terms of the former shall prevail.

Should an Event of Default occur, the principal of, and the interest, fees and charges accrued on, this Note may be declared due and payable in the manner and with the effect provided in the Agreement, presentment, demand, protest or notice of any kind being expressly waived by Borrower except as provided in the Agreement.

[NAME OF BORROWER]

Date: _____