

HEALTH SHIELD MAX CONTRACT PROVISIONS

Art. I. AGREEMENT

This Health Care Agreement entered into by CARITAS HEALTH SHIELD, INC. (CARITAS) and the MEMBER named herein, the Membership Application signed by the MEMBER and any duly authenticated Annex, Rider or Endorsement attached hereto constitute the entire contract between the parties. No statement, promise or inducement made by any party, agent or representative, unless contained herein, shall be valid or binding.

The contract between the parties shall take effect upon the payment of at least the initial installment and other applicable fees, and approval by CARITAS of the Membership Application.

Art. II. DEFINITION AND USE OF TERMS

"MEMBER" refers to the person to whom the health benefits are provided, who shall be at least seven (7) years old but less than sixty-six (66) years of age.

"DESIGNATED PLAN BENEFICIARY" refers to the person designated by the MEMBER to substitute him in case of death.

"HOSPITAL" refers to an institution operated in accordance with the current legal requirements for the care and treatment of sick and injured persons with organized facilities for major surgery and twenty-four (24) hour nursing service.

"CONTRACT PRICE" refers to the consideration or purchase price to be paid by the MEMBER over the paying period of the Agreement under the agreed-upon mode of payment.

"INSTALLMENT" refers to the amount of modal payment which can be made annually, semi-annually or quarterly.

"GRACE PERIOD" refers to the one (1) month period counted from the date of default within which the MEMBER may pay the installment without surcharges or penalties.

"REINSTATEMENT PERIOD" refers to the two-year period counted from the end of the grace period within which a lapsed Agreement may be reinstated.

"LAPSED AGREEMENT" refers to the Agreement which has remained unpaid beyond the due date.

"PAYING PERIOD" refers to the five (5) year period over which the full amount of the Contract Price shall be paid by the MEMBER, including the period of reinstatement, if any.

"BONUS PERIOD" refers to the five (5) year period counted after the paying period or after the full payment of the Contract Price in installment.

"MAXIMIZED PERIOD OF COVERAGE" refers to the ten (10) year period reckoned after the end of the bonus period.

"PAY-OUT PERIOD" refers to the five (5) year period starting at the end of the bonus period over which the Convalescence Fund shall be paid to the MEMBER.

Art. III. CONSIDERATION AND GUARANTEE

For and in consideration of the payment of the Contract Price and other applicable fees, and subject to the terms and conditions stipulated in this Agreement, CARITAS guarantees to provide the health care benefits and other rights and privileges set forth herein.

Art. IV. HEALTH CARE BENEFITS

CARITAS shall provide the MEMBER with the Membership Privileges and Medical Expense Benefits described below to be administered by its accredited physician, specialist or dentist upon the written authorization, and under the direction, of its Medical Director or his authorized representative.

1. Membership Privileges (MP)

Upon the effectivity of his membership, the MEMBER may avail of the following health services:

a. MP Out-patient Services

- 1) Up to fifteen (15) consultations per year
- 2) Up to fifteen (15) pre/post natal consultations per pregnancy
- 3) Up to six (6) sessions of physical therapy per year (Php 3,000.00 per year)
- 4) Special Diagnostic & Laboratory Procedures for members aged 35 years old and above, if medically indicated (up to twice a year for each test)
 - a. Lipid Profile
 - b. SGPT
 - c. Creatinine
 - d. Uric Acid
 - e. Two-Hour Post-Prandial Test

b. Annual Physical Examination (APE) (To be done after at least three (3) months from the date of effectivity of this Agreement, unless mode of payment is annual in which case APE may be enjoyed immediately).

- 1) Taking of medical history
- 2) Medical examination
- 3) Chest x-ray (PA)
- 4) Complete blood count
- 5) Fasting blood sugar
- 6) Urine and stool examination
- 7) Electrocardiogram (for 30 years old and above)
- 8) Pap's Smear (for 30 years old and above)
- 9) Transvaginal Ultrasound (for 45 years old and above)
- 10) Prostate Ultrasound (for 50 years old and above)

c. Preventive Health Care

- 1) Periodic monitoring of health problems
- 2) Consultation on diet, exercise, and other healthful habits
- 3) Counselling on family planning
- 4) Flu (Influenza) and Pneumonia (Pneumococcal) Immunization, excluding cost of drugs or vaccine
- 5) Enrolment in company-sponsored health seminars
- 6) Consultation with a nutritionist

d. Dental Care

- 1) Up to six (6) consultations per year
- 2) Semi-annual oral prophylaxis (after at least three (3) months from the date of effectivity of this Agreement)
- 3) Tooth extraction, excluding surgery for impaction
- 4) Temporary filling or recementation
- 5) Treatment of oral pain and lesions

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- e. Other Services
 - 1) Twenty-four (24) hours / Seven (7) days a week telephone assistance
 - 2) Discounts on non-covered health services at selected hospitals, clinics, laboratories, drug stores or optical shops
 - 3) Up to eight (8) medical or dental consultations per year for one (1) pre-designated dependent, who is qualified as such under the SSS Law (RA 8282)

2. Medical Expense Benefits (MEB)

If the MEMBER suffers an illness or injury, CARITAS shall provide and/or pay for the actual cost of the following medically indicated health services subject to the provisions of Article V below:

a. Hospitalization Benefits

- 1) Room and board as specified in Art. V, No. 1 below
- 2) Services of an accredited physician or specialist
- 3) Laboratory tests, x-rays and other indicated diagnostics
- 4) Use of surgical or medical equipment and facilities, namely operating and recovery room, intensive care unit, etc.
- 5) Administration of anesthesia and/or oxygen
- 6) Transfusion of hospital-provided blood products
- 7) Dressing, plaster of paris, and other medical supplies
- 8) Prescribed drugs and other medication used while confined in the hospital

b. MEB Out-Patient Services

- 1) Treatment of minor injury or illness
- 2) Minor surgery (not requiring hospital facilities)
- 3) Eye, ear, nose and throat treatment

c. Emergency Care

In case of emergency defined as a condition wherein the MEMBER is in severe pain or in imminent danger of death or disability due to an accidental injury or a sudden and unexpected onset of an illness, the MEMBER may immediately secure the necessary health services, and he shall be entitled to the following benefits:

- 1) If emergency care is availed of at an accredited hospital or clinic, CARITAS shall provide and/or pay for the actual cost of the health services listed under Hospitalization Benefits that may be needed by the MEMBER.
- 2) If emergency care is availed of at a non-accredited hospital or clinic, CARITAS shall reimburse eighty percent (80%) of the documented actual cost of said services, and professional fees of non-accredited physician based on CARITAS standard rates.
- 3) Ambulance service from a non-accredited to an accredited hospital, or from an accredited to another accredited hospital, if necessary for the purpose of seeking prescribed treatment not available in the former hospital, shall be reimbursed, provided transfer is authorized by an accredited physician.

The MEMBER, directly or through his representative, should notify CARITAS within twenty-four (24) hours from the start of confinement in case of emergency. CARITAS shall not be liable if the MEMBER refuses to be transferred to an accredited hospital despite clearance from his attending physician.

d. Special Diagnostic and Therapeutic Procedures

CARITAS shall provide and/or pay for the following Special Procedures, if medically indicated, including hospital confinement if necessary:

- 1) X-ray
- 2) Thyroid Function Tests (FT3, FT4, TSH)
- 3) Mammography
- 4) Ultrasound
- 5) Treadmill test
- 6) 2D Echocardiography with Doppler
- 7) Electromyography (EMG)
- 8) Computed tomography (CT) scan
- 9) Nuclear imaging
- 10) Magnetic resonance imaging (MRI)
- 11) Chemotherapy / Radiotherapy
- 12) Hemodialysis
- 13) Cataract extraction
- 14) Extracorporeal shock wave lithotripsy (ESWL)
- 15) Colonoscopy
- 16) Gastroscopy
- 17) Other procedures deemed appropriate by CARITAS

The cost of health services to be provided and/or paid for by CARITAS for Hospitalization, MEB Out-Patient Services, Emergency Care and Special Diagnostic and Therapeutic Procedures enumerated above under Medical Expense Benefits (Art. IV, No. 2) shall be accumulated and shall not be allowed to exceed the maximum amounts of coverage specified in Art. V.

Art. V. MAXIMUM MEDICAL EXPENSE BENEFITS

1. Yearly Maximum Coverage

During the paying period and after full payment, the maximum amount of coverage, inclusive of hospital room and board, for every unrelated illness or injury suffered by the MEMBER within each year and the corresponding maximum daily room rate shall depend on the number of units purchased by the MEMBER and shall be determined in accordance with the following schedule:

YEAR	Maximum Coverage per Unrelated Illness per year per unit	Maximum Daily Room Rate per unit
(Paying Period)		
1	P5,000.00	P100.00
2	P5,500.00	P120.00
3	P6,000.00	P140.00
4	P6,500.00	P160.00
5	P7,000.00	P180.00
(Bonus Period)		
6	P8,000.00	P220.00
7	P8,500.00	P240.00
8	P9,000.00	P260.00
9	P9,500.00	P280.00
10	P10,000.00	P300.00

Should the cost of Medical Expense Benefits provided to the MEMBER exceed the Yearly Maximum Coverage, CARITAS shall not pay for or advance the excess. Likewise, if the room chosen by the MEMBER has a rate or classification higher than the maximum specified above, CARITAS shall not be liable for the difference. Any excess, including incremental charges for the other health services

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resulting from the higher classification, shall be for the account of the MEMBER. It shall be the responsibility of the MEMBER to settle all excess charges directly with the Health Service Provider and/or CARITAS before or upon his discharge.

Art. VI. BENEFITS DURING THE MAXIMIZED PERIOD OF COVERAGE

Before the end of the bonus period, the MEMBER may choose to receive during the maximized period of coverage either a Convalescence Fund or a Medical Benefit Fund:

1. Convalescence Fund (CF)

During the maximized period of coverage, the MEMBER will receive an amount equivalent to Five Thousand Pesos (P5,000.00) for every unit purchased, payable in five equal annual installments starting at the end of the bonus period. During the pay-out period, this Convalescence Fund shall take the place of the Medical Benefit Fund in No. 2 hereof.

2. Medical Benefit Fund (MBF)

a. During the maximized period of coverage, the accumulated cost of health services to be provided to the MEMBER shall be kept within the Medical Benefit Fund, which shall be determined in the following manner:

- 1) At the start of the maximized period of coverage, the Medical Benefit Fund shall be an amount equal to Ten Thousand Pesos (P10,000.00) for every unit purchased by the MEMBER. Starting at the end of the first year of the maximized period of coverage and every year thereafter, the unused balance of the Medical Benefit Fund shall be increased by two percent (2%) per annum, if the MEMBER does not avail of any of the Medical Expense Benefits (Art. IV, No.2) during the entire paying period. Otherwise, it shall be increased by one percent (1%) per annum.
- 2) In case the Medical Benefit Fund is exhausted, CARITAS shall no longer be liable and the MEMBER shall be responsible for all excess charges. This Agreement shall then be considered terminated and all obligations of CARITAS deemed fully complied with.
- 3) At the end of the maximized period of coverage, the unused balance, if any, of the Medical Benefit Fund shall be given to the MEMBER.

b. The MEMBER may avail of additional Medical Expense Benefits during the maximized period of coverage chargeable to the Medical Benefit Fund:

- 1) Upon the MEMBER'S written authorization, CARITAS shall provide and/or pay for the cost of health services in connection with the Hospitalization, MEB Out-Patient Services, Emergency Care, or Special Procedures that may be needed for the treatment of an illness or injury of his relatives within the third degree of consanguinity or affinity.
- 2) The MEMBER shall have the option to determine the room rate and classification in case of hospital treatment/confinement.
- 3) CARITAS shall provide and/or pay for medical care required due to pregnancy, childbirth by caesarean section or normal delivery, and miscarriage but excluding abortion.

- 4) CARITAS shall provide and/or pay for health services needed in connection with any pre-existing illness or injury with waiver of coverage before the maximized period of coverage.
- 5) CARITAS shall provide and/or pay for take home medicine as a result of hospital confinement and as prescribed by the accredited attending physician up to the remaining balance of the Medical Benefit Fund upon discharge.

Art. VII. AVAILMENT OF HEALTH CARE BENEFITS

1. The MEMBER may avail of health care benefits from any Clinica Caritas facility or any other CARITAS accredited service provider. However, unless an emergency exists, he must give timely notice to, and secure a Letter of Authorization from CARITAS before any confinement, treatment, diagnostic or therapeutic procedure, or consultation.
2. CARITAS shall pay directly to the Health Service Provider after receipt of the certification of treatment and the statement of account duly accomplished by the said Provider.
3. If MEMBER shall have made a prior payment for an approved availment, CARITAS shall reimburse him subject to the provisions of Art. IV and Art. V and if proof thereof with complete supporting documents is presented within thirty (30) days from the date of payment.
4. CARITAS shall not pay, or be liable for, the cost of any health services incurred by the MEMBER after his discharge has been authorized, or if the MEMBER refuses to follow the recommended treatment or procedure, or after it is established that no professionally-accepted treatment or procedure still exists. If MEMBER has been previously discharged against medical advice for same illness or any illness related thereto, CARITAS shall not be liable for the cost of any services incurred in connection therewith.
5. Benefits provided for under PhilHealth or ECC shall be deductible in the computation of the cost of health services covered by this Agreement. CARITAS shall be under no obligation to pay for or advance said PhilHealth or ECC benefits. It shall be the obligation of the MEMBER to pay for the benefits otherwise covered by PhilHealth should he be unable to comply with the requirements for PhilHealth benefit claim and/or membership.
6. If a third party is liable for the injury or illness for which health services are provided under this Agreement, CARITAS shall be subrogated, to the extent of the amount it shall have paid, to the rights or claims that the MEMBER may have against third party.

Accordingly, the MEMBER should extend any and all assistance to CARITAS for the enforcement of this provision such as, but not limited to, execution of his affidavit and those of his witnesses, procurement of all needed object and documentary evidences, including testifying in Court, if necessary. Failure of which, the MEMBER shall reimburse CARITAS for any and all payments made to any third party by reason of such injury or illness he suffered.

Art. VIII. PRE-EXISTING ILLNESS OR INJURY

An illness or injury is considered pre-existing if, before the effectivity of this Agreement, if its cause/origin is clinically determined to have already started, or it has manifested certain signs and symptoms, or it has been diagnosed as such. An applicant with a pre-existing illness or injury may still be accepted for membership, but CARITAS has the right to exercise the following options:

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1. Provide the Medical Expense Benefits for said pre-existing illness or injury only after the first year of membership, or only after the second year of membership if it would require a major surgery.
2. Impose a Waiver of Coverage with respect to said pre-existing illness or injury.

Failure of the MEMBER to disclose a pre-existing illness or injury shall be a ground for CARITAS to declare this Agreement null and void from the beginning, forfeit as liquidated damages all payments made by the MEMBER, and/or demand for refund of the cost of health services and other expenses it may have incurred.

Art. IX. EXCLUSIONS FROM HEALTH CARE COVERAGE

CARITAS shall not be liable for medical or any services under the following conditions:

1. Self-inflicted or induced injury or illness, or if arising out of attempted suicide or in connection with the commission of a crime or violation of law or due to unnecessary hazardous activities.
2. Drug or alcohol related abuse or dependency.
3. Cosmetic treatment and/or surgery and other forms of surgery for beautification, and procurement/use of eyeglasses, braces, hearing aids, prosthesis/prosthetic appliances including procedure and rehabilitation.
4. Home-based rehabilitation services, cardio-pulmonary rehabilitation and take-home medicine or medical supplies.
5. Pregnancy-related medical care, childbirth, miscarriage, abortion, sex transformation, artificial insemination, treatment of infertility, or sex sterilization.
6. AIDS, AIDS-related and sexually-transmitted diseases.
7. Physical examination for insurance, employment and the like, and medical services not incident to the treatment of an illness or injury, including medico-legal fees.
8. Psychotherapy, counselling, and treatment of mental or psychiatric disorders. Anxiety and/or stress related conditions. Psychosomatic illnesses which may present as paroxysmal dyspnea, neurocirculatory asthenia, hyperventilation and the like.
9. Open heart surgery, coronary angiography, percutaneous transcoronary angioplasty, pacemaker insertion, complicated hypertension, organ transplant or hyperalimentation.
10. New modalities of diagnostic procedures and treatment, including but not limited to robotic surgery, stem cell therapy, etc., unless deemed appropriate by, and upon prior approval of CARITAS.
11. Cranial surgery, including but not limited to Gamma knife procedures, except if accident-related.
12. Executive check-up and confinement which are for purely diagnostic purposes and any diagnostic procedure or laboratory examination to screen disease entity.
13. Catastrophic conditions defined as dreaded diseases acquired prior to enrolment with CARITAS.

Art. X. INSURANCE BENEFITS

If, at the time of signing the Membership Application, the MEMBER is in good health and is at least eighteen (18) but less than sixty-six (66) years old, he shall be insured by CARITAS under a Group Insurance Master Policy underwritten by a reputable and duly authorized insurance company, as described below.

1. Credit Life Insurance – If the MEMBER dies during the paying period, and before his 70th birthday, the proceeds of the credit life insurance shall be applied to the balance of the Contract Price upon approval of the claim by the insurance company.
2. Accidental Death Insurance – If the MEMBER dies during the paying or bonus period, and before his 70th birthday, as a result of an injury

sustained in an accident, and his death occurs within one hundred eighty (180) days after sustaining such injury, his Beneficiary shall be entitled to an additional amount equal to the Contract Price upon approval of the claim by the insurance company.

3. Term Life Insurance – If the MEMBER dies during the paying or bonus period, and before his 75th birthday, his Beneficiary shall be entitled to an amount equal to the Contract Price upon approval of the claim by the insurance company.
4. Memorial Assistance Advantage – If the MEMBER dies during the paying or bonus period, CARITAS shall refer the designated plan Beneficiary to a chosen mortuary for a dignified memorial service of the MEMBER. For this purpose, the designated plan Beneficiary shall be allowed to utilize the anticipated proceeds equivalent to fifty percent (50%) of the Term Life Insurance benefit stated above.
5. Waiver of Installment due to Disability – If the MEMBER becomes totally disabled during the paying period, and before his 65th birthday, and such disability continues for at least six (6) months, CARITAS shall waive the payment of each installment becoming due during the period of disability. However, pending approval of the claim, installments should be paid as they fall due, subject to refund upon approval.

Total disability is defined as disability resulting from injury or illness which wholly prevents the MEMBER from engaging in any gainful occupation and which disability continues uninterrupted for a period of at least six (6) months. CARITAS may require the MEMBER to submit due proof of continued disability. However, complete loss of sight of both eyes, loss of two limbs at or above the ankle or wrist shall be considered as total disability.

Above insurance coverages shall be subject to contestability for a period of one (1) year from the date of issue or reinstatement of this Agreement.

Art. XI. RESERVE FUND GUARANTEE

CARITAS shall maintain a reserve fund with reputable and duly authorized banks and deposit therewith such amounts as may be needed in order to comply with, and for the exclusive purpose of discharging its obligations under this Agreement.

Art. XII. CONTRACT PRICE, GRACE PERIOD, AND CANCELLATION

1. The MEMBER shall pay the Contract Price and other applicable charges over a period of five (5) years in accordance with the selected mode of payment on or before the designated due date, without need of notice or reminder. All payments should be made to CARITAS at any of its offices or through its authorized representative and will only be binding on CARITAS if covered by its official receipts.
2. If payment is not made on or before the due date, this Agreement shall lapse. However, the MEMBER shall be given a grace period of one (1) month from due date to pay the due installment. Benefits may be provided to the MEMBER only after the due installment is paid.
3. If payment is not made before the end of the grace period, this Agreement shall be terminated, without need of notice to the MEMBER, and shall no longer have any force or effect. The MEMBER shall lose his rights and privileges except the right to reinstate, subject to the requirements for membership of a new applicant in effect at the time of reinstatement.
4. The MEMBER shall be given a period of two (2) years from the end of the grace period within which to reinstate this Agreement. If reinstatement is not made within that period, CARITAS shall unilaterally cancel this Agreement without need of notice to the

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MEMBER. All payments previously made by the MEMBER shall also be forfeited in favor of CARITAS as liquidated damages.

Art. XIII. REINSTATEMENT

This Agreement may be reinstated upon the request of the MEMBER and his compliance with the following requirements:

1. Reinstatement by payment of arrears
 - a. Submission of Application for Reinstatement
 - b. Payment of all unpaid installments plus surcharge of one and one-half percent (1 ½%) per month from the due date of each unpaid installment
 - c. Payment of reinstatement fee
2. Reinstatement by re-dating
 - a. Submission of Application for Reinstatement
 - b. Submission of fully accomplished new Membership Application
 - c. Surrender of the lapsed Agreement and Membership Identification Card
 - d. Payment of one (1) installment, subject to the current prevailing rates
 - e. Payment of reinstatement fee

Upon approval of the Application for Reinstatement and payment of applicable installment fees, the MEMBER shall be considered a new applicant with respect to the provisions on Pre-existing Illness or Injury (Art. VIII), and for purposes of contestability of insurance coverage (Art. X). In case of reinstatement by re-dating, the start of the bonus period shall be adjusted accordingly.

Art. XIV. TRANSFER AND TERMINATION

1. The MEMBER shall be allowed to transfer his rights under this Agreement while the same is in force, upon submission of his written request and surrender of this Agreement together with a Membership Application signed by the Transferee and payment of the processing fee and all applicable installment based on the Transferee's age. However, the Transferee shall be considered a new applicant subject to acceptance by CARITAS. If approved, his membership shall be subjected to the provisions on Pre-existing Illness or Injury (Art. VIII) and contestability of insurance coverage (Art. X).
2. The MEMBER shall be allowed to terminate this Agreement during the paying period while the same is in force. Upon written notification to CARITAS and surrender of this Agreement, he shall be entitled to termination values, as follows:

Payments on Contract Price (PoCP)	Termination Value
Less than 50%	None
50% but less than 100%	10% of PoCP

If this Agreement is terminated during the bonus period, the MEMBER shall be entitled to the following termination values:

Year after Full Payment	Termination Value
1st Year	20% of Medical Benefit Fund
2nd Year	25% of Medical Benefit Fund
3rd Year	30% of Medical Benefit Fund
4th Year	35% of Medical Benefit Fund
5th Year	40% of Medical Benefit Fund

If this Agreement is terminated during the maximized period of coverage, the MEMBER shall not be entitled to any termination value.

3. If the MEMBER dies during the paying or bonus period, the designated plan Beneficiary named herein shall be substituted as the new MEMBER if said Beneficiary agrees in writing to continue paying

the plan if applicable, and belongs to the same age bracket or lower as the original member at the time of the effectivity of the plan, subject to underwriting guidelines and the provisions on Pre-existing illness or Injury (Art. VIII). If the plan Beneficiary belongs to a higher age bracket or otherwise fails and/or refuses to be substituted, this Agreement shall be considered terminated.

4. If the MEMBER dies during the maximized period of coverage, his designated plan Beneficiary shall be substituted as the new MEMBER and shall continue to enjoy the same benefits of the deceased MEMBER, and the unused balance of the Medical Benefit Fund, if any, shall be paid to him at the end of the maximized period of coverage.

Art. XV. UNFORESEEN EVENTS

1. CARITAS shall not be liable for any inconvenience, delay, loss, damage or other adverse conditions that may be sustained by the MEMBER due to fire, earthquake, war or civil disturbance, extraordinary economic upheaval, strikes or labor disputes, acts of God, government legislation or regulation or other conditions beyond its control, in connection with the discharge of its obligations under this Agreement.
2. The MEMBER and CARITAS expressly agree to waive the applicability to this Agreement of Art. 1250 of the New Civil Code of the Philippines (RA 386) which provides: "In case of extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment...".
3. Should a new tax or fee be imposed in the future by law or ordinance affecting this Agreement, the Contract Price, or the charges for the health care and other benefits guaranteed herein, the MEMBER shall be liable for the same.

Art. XVI. ARBITRATION CLAUSE

All questions and complaints of the MEMBER shall first be lodged with CARITAS home office and shall be immediately resolved through dialogues within thirty (30) days from its filing. If CARITAS fails to resolve the complaint, the MEMBER shall refer the same to Association of Health Maintenance Organizations of the Philippines, Inc. (AHMOPI) for submission before the grievance machinery established for the purpose, pursuant to Executive Order 192, series of 2015.

Art. XVII. VENUE AND PRESCRIPTION

Notwithstanding the above, the venue for any legal action that may be filed with respect to this Agreement shall be exclusively instituted in Quezon City, Philippines. No such legal action may be filed beyond the period of two (2) years from the time the cause of such action shall have arisen.

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