

DATA MAPPING AND CONVERSION UTILITY TERMS AND CONDITIONS

These Terms and Conditions are to be read in conjunction with the GCMS Plus Basic Agreement made between the Bank and the Customer. Data Mapping and Conversion Utilities is used subject to these Terms and Conditions. All other terms and conditions in the GCMS Plus Basic Agreement shall form an integral part of these Terms and Conditions and shall continue to be valid and binding hereunto. Except otherwise defined in these Terms and Conditions, terms defined in the GCMS Plus Basic Agreement have the same respective meaning when used herein.

1. Use

- 1.1 Subject to the terms and conditions hereof, the Bank hereby grants the Customer a non-exclusive, non-sub licensable and non-transferable right to use the Data Mapping and Conversion Utilities in respect of and in addition to the use of the Services in accordance with the Agreements.
- 1.2 When using Data Mapping and Conversion Utilities, the Customer shall:
 - 1.2.1 comply with all laws and regulations relating to tax affairs, anti-money laundering and the financing of terrorism binding on or relevant to the Company or the Affiliated Company, whether in the Philippines or elsewhere, including, but not limited to the Anti-Money Laundering Act, as amended, the Terrorism Financing Prevention and Suppression Act of 2012, as amended, the Anti-Terrorism Act of 2020, AML/CTF Implementing Rules and Regulations of the Bangko Sentral ng Pilipinas, United Nations Security Council regulations and sanctions, Foreign Exchange and Foreign Trade Act of Japan and regulations of the Office of Foreign Assets Control in U.S.; and
 - 1.2.2 ensure that the foreign remittance instructions that are extracted and converted are complete and accurate details of beneficiary and beneficiary bank (including but not limited to the full name, city and country in the address field of the beneficiary and beneficiary bank), purpose, ITRS codes and all other information required for regulatory reporting.

2. Data Mapping and Conversion Utilities

- 2.1 The Customer (a) shall comply with the instructions contained in the Manual for Data Mapping and Conversion Utilities (the "Manual") and/or other instructions given by the Bank in installing or/and using the Data Mapping and Conversion Utilities; and (b) shall, at its own expense and responsibility, administer the use or/and the installation of the Data Mapping and Conversion Utilities and the Manual.
- 2.2 The Customer shall inform the Bank with respect to which the Data Mapping and Conversion Utilities are modified or/and re-installed.
- 2.3 The Bank shall make commercially reasonable efforts to rectify any malfunction of the Data Mapping and Conversion Utilities ("Malfunction" means hereinafter any discrepancy between the functions actually realized and those specified in the Manual), provided that the Bank shall in no case be liable for any damages caused or suffered by the Customer due to any Malfunction of the Data Mapping and Conversion Utilities. The Customer is responsible for its own contingency plan to ensure continuity of business by alternative means should there be an interruption resulting from a Malfunction.
- 2.4 The Customer acknowledges that all copyrights, patents, utility models, designs, trademarks and other intellectual property rights relating to the Data Mapping and Conversion Utilities and the Manual shall not belong to or be transferred to the Customer by these Terms and Conditions.
- 2.5 The Bank may from time to time alter the contents of the Data Mapping and Conversion utilities and the Manual at its discretion.

3. Prohibition

- 3.1 The Customer shall not:
 - (a) grant the right to use, assign, sell, buy or lease the Data Mapping and Conversion Utilities and the Manual to any third party, or create security or interest over the Data Mapping and Conversion Utilities and the Manual for the benefit of any third party;

- (b) copy, distribute, transmit, export, publish, reproduce, change, translate, adapt, analyze, reverse-engineer its application software or do any similar acts with respect to the Data Mapping and Conversion Utilities and the Manual; or
- (c) use the Data Mapping and Conversion Utilities other than in the manner provided in these Terms and Conditions or the Manual or as designated by the Bank.

4. Fees, etc.

- 4.1 The Customer shall pay to the Bank such fees and other expenses (if any) in accordance with the fee schedule that may be set forth by the Bank from time to time.
- 4.2 The Customer shall pay all taxes and public charges which may be levied in relation to these Terms and Conditions.

5. Termination

- 5.1 The Customer may cease using the Data Mapping and Conversion Utilities or the Bank may cease to provide the Customer with the right to use the Data Mapping and Conversion Utilities by giving not less than thirty (30) days prior written notice to the other party.
- 5.2 Notwithstanding the foregoing provision, these Terms and Conditions shall terminate upon termination of both Agreements.
- 5.3 Upon ceasing the use of the Data Mapping and Conversion Utilities, the Customer shall, without delay and at its own responsibility, destroy or take all necessary actions with respect to the Data Mapping and Conversion Utilities and all other documents and materials provided by the Bank to the Customer in relation to the Data Mapping and Conversion Utilities with a view to complying with Clause 9.5 of the GCMS Plus Basic Agreement. The Customer shall, if requested by the Bank, return to the Bank the Data Mapping and Conversion Utilities and all other documents and materials relating thereto.

6. Exclusion of Liabilities

- 6.1 The Bank shall not be liable to the Customer for the following loss, damages or expenses directly or indirectly arising from or in connection with (including but not limited to):
 - (a) damages attributable to any act the installation or/and use of the Data Mapping and Conversion Utilities of the Customer;
 - (b) damages caused by force majeure;
 - (c) damages caused by any third party gaining access to information of the Customer's accounts as a result of Customer using the Data Mapping and Conversion Utilities; and
 - (d) theft, unauthorized use, loss or damage to the Data Mapping and Conversion Utilities, divulgence of confidential information, use of the Data Mapping and Conversion Utilities other than in the manner as prescribed by the Bank, or other similar incidents.
- 6.2 The Bank shall not be liable in any event to the Customer for any direct, indirect, special, consequential or economic loss, expense, or damage arising from or in connection with any or all the above.

7. Indemnity

- 7.1 The Customer shall fully indemnify the Bank against the following damages, costs and expenses which the Bank may sustain arising (whether directly or indirectly) from:
 - (a) any act (including the installation or/and use of the Data Mapping and Conversion Utilities), omission, negligence, willful misconduct, or fraud of the Customer, its employees, agents, or independent contractors;
 - (b) the execution of, or the exercise of the rights, under these Terms and Conditions (including legal fees and stamp duties);

- (c) any infringement of any third party's intellectual property rights arising out of any changes made by the Customer to the Data Mapping and Conversion Utilities and the Manual;
- (d) any breach of these Terms and Conditions by the Customer;
- (e) the Customer's use of and/or access to the Data Mapping and Conversion Utilities or disclosure of confidential information to a third party; and
- (f) any claim by a third party against the Bank in connection with the above.

8. Agreements

The provisions of the Agreement relating to intellectual property rights, infringements, confidentiality, compliance with laws and regulations, scope of laws and regulations, and governing law and jurisdiction shall apply *mutatis mutandis* to these Terms and Conditions, the Data Mapping and Conversion Utilities and the Manual.

Annex A

Data Mapping and Conversion Utilities:

- SAP S/4 Hana Group Confidential Payment Extraction Tool

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Version referencing the Master Terms and Country Addendum

- (b) copy, distribute, transmit, export, publish, reproduce, change, translate, adapt, analyze, reverse-engineer its application software or do any similar acts with respect to the Data Mapping and Conversion Utilities and the Manual; or
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 - (c) damages caused by any third party gaining access to information of the Customer's accounts as a result of Customer using the Data Mapping and Conversion Utilities; and
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 - (b) the execution of, or the exercise of the rights, under these Terms and Conditions (including legal fees and stamp duties);

Version referencing the Master Terms and Country Addendum

- (c) any infringement of any third party's intellectual property rights arising out of any changes made by the Customer to the Data Mapping and Conversion Utilities and the Manual;
- (d) any breach of these Terms and Conditions by the Customer;
- (e) the Customer's use of and/or access to the Data Mapping and Conversion Utilities or disclosure of confidential information to a third party; and
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