

ELECTRONIC BANKING SERVICES AGREEMENT TERMS

1. SERVICES

- 1.1 “Service” or “Services” means any or all of the following: certain electronic banking services including but not limited to certain payment and collection services and applications for letters of credit and bankers’ guarantees and other ancillary services provided by the Bank from time to time, as described in this Agreement and any manuals provided by the Bank to the Customer from time to time.
- 1.2 Pursuant to the terms and provisions of this Agreement, the Customer may select the Service or Services that it wishes to utilize and may amend or cancel any of its selection of Services, by completing and returning to the Bank such forms (the “Service Options Forms”) as may from time to time be prescribed by the Bank. The Bank has the absolute discretion to decide or change the type of infra-structure, communication medium and technology (collectively, the “Delivery Method”) which it adopts for the provision of any or all of the Services. However, if more than one Delivery Method is available, the Customer may select its preferred Delivery Method or amend its selection, by completing and returning to the Bank such forms as may from time to time be prescribed by the Bank. Amendments to the service options and, if applicable, to the Delivery Methods shall supersede all previous selections submitted by the Customer with respect to such Services or Delivery Methods, as the case may be.
- 1.3 Each part of the Service will be accessible at such times (the “Accessible Times”) as may be notified by the Bank to the Customer from time to time. In the event of any change to the Accessible Times or if the Service or any part thereof will not be accessible for whatever reason, the Bank shall notify the Customer accordingly by such means as the Bank may in its sole discretion decide notwithstanding the provision of Clause 13.2. The Customer acknowledges that because of hardware or telecommunication limitations, any or all parts of the Service may be unavailable from time to time. The Customer acknowledges that it may not be able to access or use the Service in certain countries if, due to the laws or regulations of those countries, it is not advisable for the Bank to provide such access.
- 1.4 The Customer agrees to provide the Bank with all such information as may be necessary for the utilization of the Services selected by the Customer including, without limitation, information as to designated accounts, persons authorized to provide instructions via the Service and the level of authorization. Such information shall be provided in such form and manner as requested by the Bank or as provided in the applicable manual (as the case may be).
- 1.5 Notwithstanding anything contained in this Agreement, the Bank may at any time modify, withdraw or vary any Service and/or add additional Services. Unless the Bank otherwise notifies the Customer, this Agreement shall continue to apply to the Services regardless of any modifications, withdrawals, variations or additions.

2. CUSTOMER’S INSTRUCTIONS

- 2.1 Subject to review by the Bank against the relevant information provided by the Customer pursuant to Clause 1.4 above, the Bank may treat all apparently valid instructions received via the Service or, where such delivery by the Customer is permitted by the Bank, via data storage devices, as instructions properly authorised by the Customer, regardless of any conflict with the terms of any other mandate the Customer may have given. The Bank shall not be liable to check the authenticity of any apparently valid instruction or the authority of the person(s) giving such instruction and shall be entitled to assume that any such instructions are complete, accurate, valid and duly authorized. The Customer shall be responsible for ensuring that all instructions given to the Bank are complete, accurate and given within the time specified by the Bank from time-to-time and that there are sufficient funds in its account(s) to carry out its instructions.
- 2.2 Unless otherwise agreed, the Bank shall only be required to process and execute any Customer instructions which have been issued in the form and within any applicable time frame prescribed from time to time by the Bank.
- 2.3 The Bank shall be entitled to refrain from or delay in acting or to request the Customer to make changes in its instructions if the Bank, in its sole discretion, decides any of the following events exist or has occurred:-

- (a) the instructions from the Customer may not be genuine or properly authorised;
- (b) the instructions from the Customer and/or any act of the Bank in carrying out such instructions may be in violation of any law, rule or regulation of any relevant jurisdiction, including, without limitation, the rules of any relevant clearing house or applicable banking practice;
- (c) the instructions or any part thereof are not clear or not complete or insufficient for the Bank to effect or act upon;
- (d) the instructions or any part thereof are not provided in accordance with the provisions of this Agreement or any manual applicable from time to time to the operation of the Service;
- (e) the instructions are provided such that the Bank does not have sufficient time to carry them out at the time specified in the instructions or are provided after the cut-off time for the relevant Service, as determined from time to time by the Bank and notified to the Customer;
- (f) there are or would be insufficient funds in the Customer's account(s) to carry out the Customer's instructions at the time the Bank is entitled to debit such account(s) in order to execute the instructions; or
- (g) the Bank decides such inaction or delay is appropriate or necessary in the circumstances of the case including, without limitation, where the circumstances are such that the transaction may not be properly or completely executed.

The Bank shall inform the Customer as soon as reasonably possible of any inaction or delay pursuant to this Clause 2.3. Such notification may be made via the Service or any other method the Bank deems appropriate notwithstanding the provision of Clause 13.2.

- 2.4 If the Customer wishes to retract or modify any instructions in whole or in part, it shall provide the Bank with prior notice of such retraction or modification in writing or by any method permitted by the Bank. The Bank shall use reasonable efforts to comply with such request but shall not be liable for any failure to cancel or modify the instructions.
- 2.5 The Customer shall inform the Bank in writing of any material changes in the relevant particulars provided to the Bank pursuant to Clause 1.4 or otherwise. The Bank shall be entitled to a reasonable period of time from receipt to process any notification of change.

3. CONFIRMATION OF TRANSACTIONS

If selected by the Customer in the Service Options Form, the Bank will deliver confirmations of transactions (the "Confirmations") via the Service. The Customer shall inform the Bank in writing if it does not receive a Confirmation within 3 days of the expected date of receipt. The Customer shall examine all entries in each Confirmation and inform the Bank immediately in writing of any errors in or omissions from or unauthorised transactions reflected in the Records. The contents of each Confirmation shall be deemed accurate and shall be conclusive and binding against the Customer unless the Customer informs the Bank in writing of any errors or omissions or unauthorised transactions within seven (7) calendar days of the transaction date.

4. GROUP INFORMATION AND GROUP DEBITING

- 4.1 The Customer may request the Bank to provide information regarding the accounts of other company(ies) (the "Group Information Service") and/or to operate the account(s) of such company(ies) (the "Group Debiting Service"), provided that:
 - (a) the Customer has submitted an application in the form prescribed by the Bank specifying the company(ies) and account(s) to which the Group Information Service and/or Group Debiting Service (as the case may be) is/are requested, and the Bank accepts the application; and
 - (b) the company(ies) specified in the Customer's application has/have each submitted an authorization letter in the form prescribed by the Bank.
- 4.2 All relevant provisions of this Agreement shall apply to the Group Information Service and the Group Debiting Service and the Customer hereby undertakes to cause such enrolled companies to comply with the relevant obligations under this Agreement.

5. TRANSACTIONS WITH OTHER FINANCIAL INSTITUTIONS

- 5.1 If the Customer selects the use of the Service for transactions with other financial institutions in the Service Options Form, the Customer appoints the Bank as its agent on its behalf to request any other financial institution agreed to by the Bank to supply information about the Customer and its accounts via the Service or to use the Service to give effect to the Customer's instructions.
- 5.2 The use of the Service for transactions with other financial institutions shall be subject to such terms and conditions as the Bank may specify including, without limitation, cut-off times for the receipt of instructions from the Customer, the financial institutions in relation to whom the Service is available and the aspects of the Service so available.
- 5.3 The Bank shall not be responsible for any delay or failure by any other financial institution in executing or acting upon any instructions relayed on behalf of the Customer to such financial institution.
- 5.4 The Bank makes no representation or warranty, and shall have no liability in relation to, the accuracy, completeness or sufficiency of any information provided by any other financial institution.

6. INTERFACE FUNCTION

- 6.1 The Bank may, at the request of the Customer, provide interface function as part of the Service to facilitate the transmission, recognition and processing of data between and by the Customer's and Bank's computer systems.
- 6.2 The Customer agrees to notify the Bank in writing prior to making any changes, alterations or modifications to its computer systems ("Changes") in relation to which any such interface function (or any part thereof) is used or to be used or which may affect the functioning or effectiveness of the interface function or any part thereof. Upon receipt of notification of Changes and provided that it is able to do so, the Bank shall use reasonable efforts to modify the affected part of interface function in such manner as reasonably required to allow the interface function to be used with the Customer's computer systems after the Changes have been made. The Bank makes no representation or warranty as to, and accepts no responsibility or liability in relation to:-
 - (a) the ability to use the interface function or other Services after the Changes or modifications by the Bank have been made;
 - (b) the functioning or effectiveness of the interface function or other Services after the Changes or modifications by the Bank have been made; and/or
 - (c) the ability of the Bank to make any (or any appropriate) modifications at all prior or subsequent to the Customer's Changes.
- 6.3 The Bank shall not be liable or responsible for any direct, indirect or consequential losses, damages or liabilities which the Customer may suffer or incur as a result of any part of the interface function or other Services not being usable or not functioning at all or in the same manner as prior to the Changes or modifications by the Bank.

7. SYSTEMS, SECURITY AND LICENSES

- 7.1 The Customer shall, at its own cost, provide all equipment and software necessary for the utilization of the Service and shall be responsible for ensuring that the equipment and software complies with the specifications stipulated by the Bank from time to time. This provision does not prohibit the Bank from providing (without any obligation to do so) software to the Customer in its sole discretion.
- 7.2 The Customer shall not sell, lease, make available or otherwise provide, directly or indirectly, the Service or any part thereof to any third party, or use the Service or any part thereof otherwise than as provided herein.
- 7.3 All software, interfaces, materials, manuals, instructions, data bases, trade secrets, processes and other information and documentation disclosed or otherwise made available to the Customer by the Bank relating to the Service, whether prior to, on or after the date of this Agreement, shall be the exclusive property of the Bank (the "Bank's Property"). The Customer shall treat the Bank's Property as confidential and shall not disclose or

otherwise make it available in any form to any person other than those previously authorized or approved by the Bank. The Customer shall not make any amendment, modification or change to the Bank's Property. The Customer agrees not to use the Bank's Property otherwise than for its own internal and proper business purposes contemplated under this Agreement.

The Customer shall, at the Bank's request and expense, co-operate with the Bank to protect the Bank's intellectual property rights in the Bank's Property. The Customer also agrees not to infringe upon or damage the Bank's intellectual property rights.

- 7.4 The Customer acknowledges that the Bank makes no warranty as to the operation of, merchantability, quality or fitness for use of any part of the Service or the Bank's Property. Any implied term as to any such warranty is excluded to the fullest extent permitted by law. The Customer also agrees that the Bank shall have no liability in relation to any products, services, software and/or content provided by third party service providers.
- 7.5 The Customer agrees that it shall be responsible for complying with all security measures and procedures relating to the Service as issued by the Bank from time to time. Without prejudice to the generality of the foregoing, the Customer shall be responsible for security arrangements concerning access to the Service, the control and confidentiality of User IDs, passwords and other security devices and information stored on its computer and communication systems. The Customer authorizes the Bank to furnish to persons authorized by the Customer to use the Service their passwords by way of personal delivery, post, e-mail or telephone.
- 7.6 If the Customer suspects that there has or may have been or could be an unauthorized use of the Service or the Bank's Property or that there has or may have been or could be an unauthorized transmission of instructions, the Customer shall immediately inform the Bank and take all reasonable steps requested by the Bank to avoid or minimize actual or potential misuse of the Service and/or the Bank's Property. The Bank may, in such a situation, invalidate the User IDs, passwords and/or security devices, and/or restrict or suspend access to the Services for such time the Bank feels is necessary to ensure any security concerns are addressed, without any liability to the Customer.

If the Bank suspects that there has or may have been or could be an unauthorized use of the Service or the Bank's Property or that there has or may have been or could be an unauthorized transmission of instructions or that the Service or Bank's Property have been compromised, the Bank may invalidate the User IDs, passwords and/or security devices, and/or restrict or suspend access to the Services for such time the Bank feels is necessary to ensure any security concerns are addressed, without any liability to the Customer.

- 7.7 The Customer acknowledges and agrees that it is the Customer's responsibility to prepare and have in place a contingency plan and alternative arrangements in relation to circumstances in which the Service or any part thereof cannot be used.

8. SECURITY DEVICES

- 8.1 The Bank may make available to the Customer, on the terms and conditions specified herein, security devices, chips, tokens, mobile applications, platform, software, or other method to provide user identification and/or digital signature generation or such other device or method used for accessing the Service together with the User ID and password (the "Security Devices").
- 8.2 All Security Devices are the Bank's Property and the Customer shall return the Security Devices to the Bank forthwith upon request.
- 8.3 The use of a Security Device shall not limit or affect the Customer's obligations under this Agreement.
- 8.4 The Customer shall notify the Bank immediately if it believes a Security Device has been compromised. Clause 7.6 of this Agreement shall apply in such situations.
- 8.5 Where a Security Device is made available to the Customer through a third-party platform (including mobile application stores), the Customer acknowledges and agrees as follows:

- (a) the Customer shall bear all costs and charges imposed by the Customer's mobile service providers and telecommunications authorities in the countries/territories where the Customer purchases, downloads, installs and/or accesses the Security Device;
- (b) the Customer's use of the Security Device is under license from the Bank on the following terms:
 - (i) the license granted to the Customer is non-transferable, non-assignable, non-exclusive and may be revoked by the Bank at any time ;
 - (ii) the Customer is only authorized to use such Security Device using a mobile communication device (such as a smartphone, tablet computer or similar device) that the Customer and/or its authorized persons own or control;
 - (iii) any updates to the Security Device will be made available through the relevant third-party platforms. The Bank shall not be responsible for providing updates in any other way; and
 - (iv) the license shall be deemed effective upon the Customer's initial access of the Security Device and will continue to be in effect until termination of use of the Security Device;
- (c) the Customer shall ensure that any device used to download and/or access the Security Device is and shall at all times be free from any virus, malicious, destructive or corrupting code, agent or programme; and
- (d) the Bank may suspend or terminate the Customer's use of the Security Device at any time in the event of breach of this Agreement or the terms of the license.

9. CONFIDENTIALITY AND DISCLOSURE

- 9.1 The Bank will take reasonable care to ensure that customer information that is stored on the Bank's computer systems or transmitted via the Service is kept confidential.
- 9.2 The Customer irrevocably consents to the Bank and each member of the SMBC Group, including its officers, employees, agents, and any other person who by reason of his capacity, office or scope of work has access to the records, documents and/or registers of the Bank or any member of the SMBC Group disclosing any information relating to the Customer, its transactions and accounts, this Agreement, or any transactions contemplated under this Agreement to, (i) any member of the SMBC Group (each of whom shall have the same authority to disclose as the Bank); (ii) any person (including any sub-contractor or agent of that person) in connection with the provision of services or insurance (including credit support or protection) to meet SMBC Group's technology, operational, administrative or risk management requirements (and any others to whom such person may make further disclosure); (iii) to the Bank's host server and storage provider for the purpose of processing transactions and storing statements of account, advices, transaction records and other documents, data or records on which the Customer's name or other particulars appear; (iv) any person to whom the Bank is under a duty to disclose or to whom such disclosure is required or permitted under any law or regulation or required by any court, tribunal, regulator or government authority in any jurisdiction; (v) any person (and any others to whom such person may make further disclosure) for the purpose of giving effect to the instruction of the Customer or the transactions contemplated herein or in connection with the provision of products or services to the Customer or for the purpose of payments or transfers of funds or maintaining effective communication during a market disruption or business contingency event (in all cases, including, without limitation, via electronic platforms); and (vi) any person in connection with a Transfer or proposed Transfer. Any member of the SMBC Group or other person that is permitted to disclose information under this clause and/or the Country Supplement (as defined below) shall be entitled to enforce or to enjoy the benefit of any term of this clause and/or any consent to disclosure in the Country Supplement. "**SMBC Group**" means the Bank and its holding company, head office, branches, representative offices, subsidiaries, related corporations and affiliates in any jurisdiction; and "**Transfer**" includes any assignment, transfer, sale, participation or other contractual arrangement of any of the Bank's rights, obligations, risks and/or benefits under or in connection with these terms and conditions or any other agreement.
- 9.3 The Customer acknowledges that the Bank may have to store, process and transmit information relating to the Customer and its accounts and transactions with the Bank through telecommunications or other networks and on its computer servers (wherever located) and authorizes the Bank to do so.

10. LIABILITIES AND INDEMNITIES; CUSTOMER'S REPRESENTATIONS

- 10.1 Without prejudice to any indemnities and/or limitations of liabilities contained in other provisions of this Agreement, neither the Bank nor any member of the SMBC Group (other than the Bank) or any of the Bank's agents or correspondent banks (collectively the "Related Parties") shall be liable or responsible for:
- (a) delay or failure in performing any of its obligations hereunder which is caused by circumstances beyond its reasonable control, including but not limited to, the failure, malfunction, inaccessibility or unavailability of telecommunications, data communications, computer services, equipment, software or the Service, war, civil unrest, government actions, strikes, lock-outs or other industrial actions or trade disputes, Acts of God, electricity, power or transportation problems, or any act or omission of any third party including a clearing house or payee bank or other financial institution;
 - (b) any liabilities, losses, costs, claims, damages, proceedings and expenses suffered or incurred by the Customer relating to or in connection with the Service or this Agreement unless caused directly by the Bank's, or in the case of any Related Party, such Related Party's gross negligence or wilful misconduct;
 - (c) any consequential, special, indirect or punitive losses, damages, costs or expenses, and any loss of profit or loss of data;
 - (d) any losses, delays, claims, actions, proceedings, liabilities, costs or expenses suffered or incurred by the Customer arising out of or in connection with the exercise of the Bank's rights under this Agreement (including the Bank's decision made under Clause 2.3 and/or Clause 2.4;
 - (e) any loss or damage suffered or incurred by the Customer in the course of the notice period for processing variations and/or changes to the Customer's particulars, as provided in Clause 2.5;
 - (f) any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled, cleared or collected or any exchange control restrictions which may be imposed from time to time.
- 10.2 The Customer shall hold the Bank and its Related Parties harmless and shall fully indemnify the Bank and its Related Parties in full against any liabilities, losses, costs, claims, damages, proceedings and expenses (including legal fees on a full indemnity basis) which the Bank and/or its Related Parties may incur as a result of providing the Services or any part thereof to the Customer or arising from or in connection with this Agreement including, without limitation, those sustained as a result of a breach by the Customer of its obligations under this Agreement.
- 10.3 The Customer represents and warrants that it has the corporate power and authority to enter into this Agreement and has taken all necessary action to authorize the execution and delivery of this Agreement and the performance of the transactions contemplated herein. The Customer also represents and warrants that this Agreement is legal, valid and binding on it and enforceable against it in accordance with its terms. The representations and warranties contained in this Agreement shall be correct at all times for the duration of this Agreement.

11. DEBITING OF CUSTOMER'S ACCOUNT FOR TRANSACTIONS, CHARGES AND OTHER SUMS

- 11.1 The Bank is authorized to debit the Customer's account(s) for any amounts to be paid or incurred by the Customer for or in relation to any transaction under the Service.
- 11.2 The Bank may from time to time impose a charge at its prevailing rate for the registration or use of the Service or any part thereof and debit the Customer's account(s) with the Bank, wherever situated, in the amount of such charge. Notwithstanding anything to the contrary in this Agreement or the Service Options Form, the Bank may, upon giving notice to the Customer, revise its charges at any time and from time to time.
- 11.3 Any goods and services tax, value-added tax, sales tax or any other similar taxes levied now or hereafter in relation to any Service or this Agreement shall be borne by the Customer and the Customer authorizes the Bank to debit the same from the Customer's account(s).

12. TERMINATION

- 12.1 This Agreement may be terminated by either party giving the other at least 30 days' prior written notice of its intention to terminate. Notwithstanding the foregoing, the Bank may terminate this Agreement immediately and without prior written notice should any of the following events occur;

- (a) the Customer fails to pay any amount due and payable to the Bank in the prescribed time and manner;
- (b) the Customer fails to observe or comply with or breaches any term or condition of this Agreement, or fails to comply with any procedure set out in any manuals provided to the Customer by the Bank;
- (c) proceedings are commenced against the Customer for its bankruptcy or winding up, the Customer is unable to pay its debts as they fall due or there is appointed a judicial manager, receiver, trustee or similar officer over all or a substantial part of the Customer's assets;
- (d) any event occurs which gives the Bank reasonable grounds for believing that the Customer may not be able to comply with its obligations hereunder; or
- (e) there occurs any change in the legal and/or economic conditions affecting the Bank's ability to provide the Service or any part thereof.

12.2 Upon termination, the Customer shall immediately return to the Bank all of the Bank's Property and any copies thereof and pay all amounts owed to the Bank pursuant to this Agreement. Termination shall not affect any rights or remedies which have accrued up to the date of termination nor will it affect any provision of this Agreement which is intended to survive the termination hereof (including, without limitation, Clauses 10.1 and 10.2).

13. MISCELLANEOUS

13.1 The Customer shall not assign its rights and/or transfer its obligations under this Agreement nor may the Customer create any security interest over any account used in connection with the Service without the prior written consent of the Bank.

13.2 Unless otherwise provided in this Agreement, any notice or communication (the "Notices") under or in connection with this Agreement shall be delivered personally, or by post, courier, facsimile or electronic mail addressed:

- (i) in the case of a Notice to the Customer, to the address, facsimile number or electronic mail address last registered with the Bank; and
- (ii) in the case of a Notice to the Bank, to the following:

Name	:	Sumitomo Mitsui Banking Corporation, Manila Branch
Attention	:	Global Transaction Banking Department
Address	:	21/F, Tower One & Exchange Plaza, Ayala Triangle, Ayala Avenue, Makati City, Philippines 1226
Fax Number	:	

Proof of posting or dispatch of any Notice to the Customer shall be deemed to be proof of receipt:

- (a) in the case of a letter, on the fifth Business Day after posting;
- (b) in the case of delivery by courier, on the Business Day actually received;
- (c) in the case of any Notice made by facsimile, on the Business Day immediately following the date of dispatch of the relevant facsimile; and
- (d) in the case of delivery by electronic mail, at the time the Bank sends it to the Customer's and/or its authorized person's electronic mail address.

For the purposes of this Agreement, "Business Day" means a day (other than Saturday, Sunday or public or bank holidays) on which the Bank is opened for business in the country specified in the Country Supplement.

Notwithstanding the above, the Bank may send certain notifications or communications in connection with (i) the Service; (ii) any Security Device; (iii) any access and/or use of the Services; and/or (iv) any instructions transmitted by the Customer through the Services, to persons whom the Customer has authorized or granted access to use the Services. Such notifications or communications may be given by any means determined by the Bank including, through the Service and/or the Bank's website.

13.3 As a separate and independent obligation, the Customer shall fully indemnify and hold harmless the Bank from and against any and all claims, demands, losses, liabilities, damages, expenses (including, without limitation, legal fees on a full indemnity basis) and costs which the Bank may incur, sustain or suffer as a consequence of accepting and acting on any fax communications from the Customer. The Customer agrees to deliver to the Bank without delay the original of any fax communications and to indicate clearly that it is in confirmation of

the fax. The Bank shall not be responsible for any duplication, losses, claims, liabilities, expenses and costs that may be incurred by the Customer's failure to mark the original communication as aforesaid. The Bank shall not be liable for any fax communication which is unauthorized or fraudulent.

- 13.4 Unless the context otherwise requires, the term "Agreement" shall be construed to include this Agreement as the same may from time to time be amended, supplemented or modified.
- 13.5 This Agreement constitutes the entire agreement between the Bank and the Customer and supersedes all other prior agreements and understanding between the parties concerning the Service. The Bank reserves the right at any time and from time to time to add to, amend, modify, supplement or vary any of the terms and conditions of this Agreement or the Country Supplement and such additions, amendments, modifications, supplements and variations shall be deemed effective on the date notified to the Customer by any means determined by the Bank including through the Service and/or the Bank's website. If the Customer continues to use the Service after such notification, the Customer shall be deemed to have agreed to such additions, amendments, modifications, supplements and variations without reservation.
- 13.6 Without prejudice to Clause 13.5, in addition to this Agreement, the Bank's prevailing terms relating to accounts, remittances and transfers, letters of credit, banker's guarantees, currency exchanges and other banking facilities shall apply and be binding on the Customer in relation to those facilities, notwithstanding that the Customer requests for those banking facilities via the Service. In the case of inconsistencies between those terms and this Agreement, those terms will prevail.
- 13.7 Headings used in this Agreement are for convenience only.
- 13.8 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remaining terms will not be affected.
- 13.9 The Country Supplement annexed ("Country Supplement") hereto forms an integral part of this Agreement and in relation to the provision of any aspect of the Service in the country(ies) specified in the Country Supplement, the terms of the Country Supplement shall be construed as amending or supplementing the terms of this Agreement. In the event of any inconsistency between this Agreement and the Country Supplement, the Country Supplement shall prevail. By signing this Agreement, the Customer shall be deemed to have agreed to the terms and conditions specified in the Country Supplement.
- 13.10 This Agreement and each transaction made under the Service shall be governed by and construed in accordance with the laws of the country specified in the Country Supplement. The Customer hereby submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in the Country Supplement in relation to any dispute arising from or in connection with this Agreement and any such transaction.

COUNTRY SUPPLEMENT TERMS: PHILIPPINES

Applicable to: Manila Branch (Philippines)

Terms defined in the Agreement shall, unless otherwise provided for or the context otherwise requires, have the same meanings when used in this Supplement.

Notwithstanding anything contained in clause 1.3 of the Agreement, the Bank shall not be required to notify the Customer if the inaccessibility to the Service or any part thereof or such events are beyond the control of the Bank.

In addition to Clauses 2.3 (a) – (g), the Bank shall be entitled to refrain from or delay in acting or to request the Customer to make changes in its instructions if the Bank, in its sole discretion, any of the following events exist:

- a. that the performance of the instructions or any part thereof requires approval from the Bangko Sentral ng Pilipinas (BSP) and/or any government agency, and such approval has not been obtained or provided;
- b. that an order of a court or other competent authority prohibits the Bank from executing the financial transaction; and
- c. that circumstances beyond the Bank's reasonable control (such as fire, flood or improper transmission or handling of payments by a third party) would prevent the execution of the financial transaction, despite reasonable precautions taken by the Bank.

In relation to Clause 7.5 and pursuant to BSP Circular No. 808, the Customer acknowledges that it has been oriented by the Bank of its roles and responsibilities in ensuring security of transactions and personal information in using different electronic delivery channels including those specified in Appendix A.

Further to the provisions contained in Clause 7.6 of the Agreement:

- a. The Customer agrees that it is responsible for verifying the transaction history details and statements to make sure that there are no unauthorized transactions. The Customer should likewise review and reconcile monthly bank statements for any errors or unauthorized transactions promptly and thoroughly.
- b. Any inquiries, complaints, requests in relation to suspected or discovered discrepancies, omissions, inaccuracies or incorrect entries in the Customer's or to unauthorized use of the Service shall be immediately communicated to the Bank. The Bank will conduct investigations in relation to the unauthorized or fraudulent transactions and will immediately inform the Customer of the result thereof. In case of error on the part of the Bank, it will promptly correct the same.
- c. The Customer shall be liable for all losses prior to reporting of any discrepancies, omissions, inaccuracies or incorrect entries or if the Customer acted fraudulently or with negligence, including failing to properly safeguard his/her User ID, passwords and/or Security Devices, or to immediately report any unauthorized transaction made.

In addition to Clause 7 on System, Security and License, the Customer understand and agrees that, the use of or connection to the internet is inherently insecure, and that such a connection provides opportunity for unauthorized access by third parties to the Customer's computer systems, networks and any and all information stored therein. All information transmitted and received through the internet is subject to unauthorized interception, diversion, corruption, loss, access and disclosure. The Bank shall not be liable for any adverse consequence whatsoever on the Customer's connection to, or use of, the internet, and shall not be responsible for the Customer's use of an internet connection in violation of any law, rule, or regulations or violation of the intellectual property rights of another.

For avoidance of doubt, there shall be no transfer of title, over the Security Devices mentioned in clause 8 of the Agreement, between the Bank and the Customer, for the entire duration of the Agreement.

In addition to the provisions of clause 9.2 of the Agreement, the Customer also irrevocably consents to the disclosure of any information made available to the Bank by the Customer to the Bank's other third party service providers, wherever situated, in relation to the provision of Services (including, without limitation, data processing and storage, anti-money laundering monitoring, reviewing and reporting, statistical and risk analysis purposes).

For the avoidance of doubt, clause 10.1(b) of the Agreement shall also apply to installation by the Bank of applications at the Customer's premises, equipment or system.

In addition to the provisions of Clause 10 on Liabilities and Indemnities; Customer's Representations of the Agreement, the Customer warrants that its use of the Service provided by the Bank, specifically, the transfer and/or receipt of funds, does not and will not violate the applicable provisions of the rules of the BSP, the Anti-Money Laundering Act, its amendments and other pertinent laws, government rules and regulations. The Customer agrees to hold the Bank and/or any of its directors, officers, employees or representatives free and harmless from any and all actions, claims, suits and obligations or damage, whatsoever, and shall indemnify the Bank and/or any of its directors, officers, employees or representatives upon demand, for all losses, damages and expenses they may suffer or incur, arising from or in connection with the Customer's violation of said laws, government rules or regulations.

In addition to the provisions of Clause 10 on Liabilities and Indemnities; Customer's Representations of the Agreement, the Customer is aware and understands that its enrolled accounts may be compromised through phishing which will enable unauthorized persons to withdraw money from its accounts using the Customer's account information/details, username or password/s which the Customer may have provided through any means, including but not limited to any email request for account information via a fake SMBC website, use of email, or any analogous means.

The Customer acknowledges that it is responsible for any and all withdrawals from the said accounts that may result from phishing, and shall hold the Bank, its officers, directors and employees free and harmless against any and all losses, damages, expenses, liability and costs of any kind arising therefrom.

Without prejudice to clause 13.6 of the Agreement, the Customer acknowledges that in utilizing the Services, it is also bound by the Terms and Conditions Governing Accounts, the Agreement on Bank Transactions and any other standard terms (including, but not limited to, the Batch Payment Terms and Conditions) of the Bank's Manila Branch prevailing from time to time as if the utilization of the banking facilities via the Service by the Customer was made through the Bank's standard application forms of the respective facility.

The governing law referred to in clause 13.10 of the Agreement is the laws of the Republic of the Philippines. The jurisdiction referred to in clause 13.10 of the Agreement is the Republic of the Philippines.

The Customer understands that (a) new services may be introduced under the Service from time to time on supplementary terms, and (b) the terms of the Agreement may also be modified from time to time for enhancement of service. By using or continuing to use any of the Services after notification of the revised terms and conditions (whether via the Services, Email and footnote on Statement of Account or pursuant to clause 13.2 of the Agreement or any other agreed mode), the Customer shall be deemed to have agreed to be bound by such new terms and conditions.

Deposit accounts are insured by the Philippine Deposit Insurance Corporation ("PDIC") PDIC. All PDIC laws, rules and regulations on deposit insurance shall apply.

For any feedback, concern, complaint, or clarification regarding any transaction between the Bank and the Customer (collectively, the "Customer Feedback"), whether under the Agreement, this Supplement or otherwise, the Customer shall notify the Bank through its employees via personal visits, letters, emails, and/or telephone. Alternatively, the Customer may contact the Bank's Consumer Assistance Officer at (63)(2)8880-7100 or SMBC_customersupport@ph.smbc.co.jp or such contact information as the Bank may notify the Customer from time to time.

All such Customer Feedback will be addressed in accordance with the Bank's policies and procedures on customer feedback that the Bank may update and make available from time to time. From receipt of the Customer Feedback, the Bank will generally provide the Customer with:

- (a) an acknowledgement of its receipt within twenty-four (24) hours;
- (b) where a final explanation or response is not yet available, an interim response within seven (7) days ; and
- (c) depending on the complexity of the issues, an explanation or response within fourteen (14) days.

If the Bank will require additional time to resolve the case, it will inform the Customer of the reason and the need for the extension, and the expected date of outcome which will be within a reasonable period of time.

The Customer may be required to furnish the Bank with additional details and/or documents in order to facilitate the Bank's investigation of the Customer Feedback. While Customer Feedback may be investigated by the Bank, as appropriate, the same will be without prejudice to the transaction subject of the Customer Feedback.

The Bank is regulated by the Bangko Sentral ng Pilipinas ("BSP") <https://www.bsp.gov.ph>