

Summary of the revisions to the Foreign Exchange Terms & Conditions

A. New Provisions

Provision				
Number	Details			
Provision 1: Applicability of Terms and Conditions	These Terms and Conditions (the "FX–Terms and Conditions") are supplemental to the General Terms and Conditions of China Banking Corporation ("Party A") in force from time to time. These FX–Terms and Conditions and the General Terms and Conditions shall apply to the foreign exchange transactions ("FX Transaction" or "Transaction"). In the event of any conflict between these FX–Terms and Conditions and the General Terms and Conditions, these FX–Terms and Conditions shall prevail.			
Provision 10: Waiver	No act or omission by Party A shall affect its rights, powers, or remedies under these FX-Terms and Conditions and other relevant documents or any further or other exercise of such rights, powers, or remedies.			
Provision 11: Severability	If any part of these FX–Terms and Conditions is held or deemed to be void, voidable, illegal, or unenforceable, the remaining terms will remain in full force and effect.			
Provision 14: Cost and Venue of Suit	In case of litigation arising from Party B's use/availment of Party A's products and services relating to the Transaction or these FX—Terms and Conditions and other relevant documents, Party B (if the losing party) shall pay the cost and expenses of litigation and attorney's fees equivalent to twenty-five percent (25%) of the amount involved which shall in no case be less than Ten Thousand Pesos (PHP10,000.00). All actions, suits or proceedings that may arise from the Transaction or these FX—Terms and Conditions and other relevant documents, shall be brought in the proper courts of Makati City, Metro Manila to the exclusion of other courts. Party B hereby waives any objection, which he/she/it may now or hereafter have to the laying of venue of any such action, suit or proceeding and further waives any claim that any such action, suit, or proceeding has been brought in an inconvenient forum.			
Provision 17: Waiver of Immunities	Party B irrevocably waives, to the extent permitted by law, with respect to him/herself/itself and his/her/its revenues and assets, all immunity from suit, jurisdiction of any court, set-off, relief by way of injunction or order for specific performance, attachment of assets and execution or enforcement of any judgment to which Party B or his/her/its revenues and assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by law, that he/she/it will not claim any such immunity in any proceedings.			
Provision 19: Exempt from Cooling Off Period	Party B can notify Party A's Markets Sales Group in writing of his/her/its intention to cancel/terminate his/her/its availment of the financial product. Party B also understands that the financial product availed is exempt from the cooling off period as provided by BSP Circular 1160, and thus Party B's exercise of his/her/its right to cancel/terminate his/her/its instruction to avail of the financial product may subject Party B to fees, costs or charges similar to a cancellation of the transaction under Section 3, which shall be for Party B's account and charged and withheld by Party A from the refund due to Party B. The fees, costs or charges to be charged and withheld by Party A shall be disclosed to Party B prior to the signing of the cancellation contract/agreement.			
	Party A may receive client inquiries or complaints via the following contact channels provided below. Upon receipt, Party A shall then conduct a comprehensive investigation in accordance with its established procedures and shall notify Party B of its findings. The findings of Party A shall be final and conclusive.			
	CHINA BANK 24/7 CUSTOMER SUPPORT Customer Contact Center China Bank Building, 8745 Paseo de Roxas corner Villar Street, Makati City 1226 Philippines			
Provision 20: Contact Details	24/7 Hotline			
	Party A is regulated by the Bangko Sentral ng Pilipinas, with contact number (632)8708-7087 and e-mail address: consumeraffairs@bsp.gov.ph. BSP Online Buddy (BOB) may be accessed via BSP Webchat (http://www.bsp.gov.ph/), SMS (021582277 for Globe subscribers only), and Facebook (https://www.facebook.com/BangkoSentralngPilipinas/). Party A is also registered with and regulated by the Securities and Exchange Commission (SEC) under Market and Securities Regulation Department (MSRD) with contact number 0916-240-0785 and email address: msrdsubmission@sec.gov.ph.			
Consent and Acknowledgement	I/We* acknowledge that I/we have been informed by China Banking Corporation of the Terms and Conditions regarding my/our existing and/or potential transaction including its current fees and charges being imposed, and I/we consent to the same.			
	I/We agree, on my/our own behalf or on behalf of the entity I/we represent, to indemnify and hold free and harmless China Banking Corporation, its subsidiaries and affiliates, as well as any of their respective officers, directors and employees against any and all losses, claims, damages, penalties, liabilities, causes of action and costs of any kind that may arise directly or indirectly from the execution of this Consent and Acknowledgment to the maximum extent permitted by law, unless such losses, claims, damages, penalties, liabilities, causes of action and costs are caused by the indemnitee's own gross negligence, bad faith or willful misconduct as determined by final judgment.			
	*In case of Juridical Entities, you certify that said Juridical Entity has provided you the authority to accept and consent to the terms hereof, sign the Consent and Acknowledgment and execute forms related to the transaction on behalf of the Juridical Entity.			

B. Revised Provisions

All revisions are marked in bold font below.

Provision Number	Details		
Provision 2:	Risk Disclosure Statement was previously Provision 1.		
Risk Disclosure Statement	The Client ("Party B") understands and acknowledges the risks associated with transactions involving financial instruments and declares that Party B has read, understood, and accepted the Risk Disclosure Statement of Party A.		
	FX TRANSACTION.		
	3.1 Applicable to Deliverable FX Transactions only:		
	3.1.1 Roll-over, Pre-termination, and Unwinding. Party B may request (in whole or in part) for a Roll-over (i.e. extension), Pre-termination or Unwinding (i.e. cancellation) of any Deliverable FX Transaction, subject to Party A 's approval. Should Party A at its absolute discretion, agree to the request, the following shall apply:		
	a. Roll-over. A Deliverable FX Transaction may be rolled-over subject to the unwinding of the original transaction in accordance with the Unwinding provisions below, and the execution of a new transaction with a mutually acceptable rate to Party A and Party B.		
	b. Pre-termination.		
	 i. Definition. Pre-termination refers to moving the settlement prior to Settlement Date. ii. Computation. Party A will calculate in a commercially reasonable manner the Pre-termination Rate by marking to market the Transaction and taking into account the original Forward Rate, current market rates (swap points) and Party A's side of the bid/offer spread, using the formula: 		
	<u>Pre-termination Rate</u> = Forward Rate - Swap Points for remaining term		
Provision 3: FX Transaction	 i. Definition. Unwinding refers to retraction of the contractual obligations of both parties on or before Settlement Date. ii. Computation. If unwinding is on Settlement Date, Party A shall calculate the difference between the original Forward Rate and the spot rate ("Mark-to-Market Rate") to determine the Mark-to-Market Amount. If unwinding is before Settlement Date, Party A shall close out the applicable portion of the Transaction and determine in a commercially reasonable manner its unrealized gain or loss (also a "Mark-to-Market Amount") by marking to market the applicable portion of the Transaction and taking into account the original Forward Rate, current market rates (spot rate and swap points) and Party A's side of the bid/offer spread to arrive at the difference between the Pre-termination Rate and the applicable spot rate (also a "Mark-to-Market Rate") on Unwind Date. Should the calculations result in an unrealized gain for Party B, Party A shall pay Party B the absolute value of the Mark-to-Market Amount. Should the calculations result in an unrealized loss for Party B, Party B shall pay Party A the Mark-to-Market Amount. The Pre-termination Rate and Mark-to-Market Rate shall be calculated using the formula: 		
	<u>Pre-termination Rate</u> = Forward Rate - Swap Points for remaining term <u>Mark-to-Market Rate</u> = Pre-termination Rate - Spot Rate		
	3.1.2 Settlement. Each party shall deliver to the other party the amount of the currency to be delivered by it under each Transaction for such currency obligation.		
	3.1.3 Calculation Agent. Payments to be made are determined solely by Party A. The amounts, as calculated and determined by Party A, shall be conclusive and binding save for manifest error in calculation.		
	3.2 Applicable to Non-Deliverable FX Transactions only:		
	3.2.1. Roll-over, Pre-termination, and Unwinding. Party B may request (in whole or in part) for a Roll-over (i.e., extension), Pretermination, or Unwinding (i.e., cancellation), of any Non-Deliverable FX Transaction, subject to prevailing laws and regulations and Party A's approval. Should Party A at its absolute discretion, agree to the request, the following shall apply:		
	 a. Roll-over. A Non-Deliverable FX Transaction may be rolled-over subject to the unwinding of the original transaction in accordance with the Unwinding provisions below, and the execution of a new transaction with a mutually acceptable rate to Party A and Party B. Restrictions on roll-overs may apply subject to prevailing laws and regulations. For Non-Deliverable FX Transactions involving the PHP, any request for roll-over shall take effect on the date of the original Valuation Date. Party A shall determine and confirm thenew Valuation Date and Forward Rate and new details of the roll-over transaction. 		

- iii. For Non-Deliverable FX Transactions involving the PHP, roll-overs shall be subject to the payment of the original Settlement Currency Amount on the original Settlement Date.
- b. Pre-termination.
 - i. Definition. Pre-termination refers to the fixing of the Non-Deliverable FX Transaction prior to a Valuation Date.
 - ii. Restriction. Pre-termination shall be subject to prevailing laws and regulations.
 - iii. Computation. Party A will calculate in a commercially reasonable manner the Pretermination Rate by marking to market the Transaction, taking into account the original Forward Rate, current market rates (swap points) and Party A's side of the bid/offer spread, using the formula:

Pre-termination Rate = Forward Rate - Swap Points for remaining term

- c. Unwinding.
 - i. Definition. Unwinding refers to retraction of the contractual obligations of both parties on or before Settlement Date.
 - ii. Restriction. Unwinding shall be subject to prevailing laws and regulations.
 - iii. Computation. If unwinding is on Settlement Date, Party A shall calculate the difference between the original Forward Rate and the spot rate ("Mark-to-Market Rate") to determine the Mark-to-Market Amount. If unwinding is before Settlement Date, Party A shall close out the applicable portion of the Transaction and determine in a commercially reasonable manner its unrealized gain or loss (also a "Mark-to-Market Amount") by marking to market the applicable portion of the Transaction and taking into account the original Forward Rate, current market rates (spot rate and swap points) and Party A's side of the bid/offer spread to arrive at the difference between the Pre-termination Rate and the applicable spot rate (also a "Mark-to-Market Rate") on Unwind Date. Should the calculations result in an unrealized gain for Party B, Party A shall pay Party B the absolute value of the Mark-to-Market Amount. Should the calculations result in an unrealized loss for Party B, Party B shall pay Party A the Mark-to-Market Amount. The Pre-termination Rate and Mark-to-Market Rate shall be calculated using the formula:

<u>Pre-termination Rate</u> = Forward Rate - Swap Points for remaining term

Mark-to-Market Rate = Pre-termination Rate - Spot Rate

- 3.2.2 Fixing. On Valuation Date, the Settlement Currency Amount shall be determined as follows:
 - a. If the Forward Rate and Settlement Rate are quoted in terms of the amount of Reference Currency per one unit of the Settlement Currency:

Settlement Currency Amount = Notional Amount x (1 - Forward Rate/Settlement Rate)

b. If the Forward Rate and Settlement Rate are quoted in terms of the amount of Settlement Currency per one unit of the Reference Currency:

<u>Settlement Currency Amount</u> = Notional Amount x (1 - Settlement Rate/Forward Rate)

- 3.2.3 Settlement. All Non-Deliverable FX Transactions involving the PHP with residents shall be settled in Philippine Pesos (PHP). Payments to be made are subject to the Forward Rate and Settlement Rate as stipulated in the Trade Confirmation.
 - a. If the Settlement Currency Amount is a positive number:
 - i. The Reference Currency Buyer will pay the Settlement Currency Amount on Settlement Date.
 - ii. The Reference Currency Seller will receive the Settlement Currency Amount on Settlement Date.
 - b. If the Settlement Currency Amount is a negative number:
 - i. The Reference Currency Buyer will receive the Settlement Currency Amount on Settlement Date.
 - ii. The Reference Currency Seller will pay the Settlement Currency Amount on Settlement Date.
- 3.2.4 Calculation Agent. The amounts, as calculated and determined by Party A, shall be conclusive and binding save for manifest error in computation.
- 3.3 In case of a Joint "Or" Account, any one of Party B can enter into the Transaction. Any payment or delivery made to any one of Party B shall release Party A from any liability whatsoever. For Joint "And" Account, all of Party B's joint signature is required for every transaction.

Provision 4: Purpose of Sale Where applicable, Party B certifies that the foreign exchange covered by the Transaction shall be used solely for the purpose stated in the Application to Purchase Foreign Exchange. Party B will submit to Party A the necessary Bangko Sentral ng Pilipinas approval or other governmental approval.

Any amount payable to Party A under the Transaction shall be paid by Party B upon demand. The obligation of Party A under the Transaction shall be payable at any of its branches. Party A shall not be liable for any unavailability of funds owed under Provision 5: the Transaction due to any reason or cause beyond its control and none of its branches including its officers and employees Payment shall be made responsible therefore due to such circumstances, which prevented its performance. Party A reserves the right to hold the payment prior to submission of documentary requirements required by Party A. In case (i) Party B fails to take delivery and pay the amount contracted under the Transaction on the date and in the manner specified therein; (ii) Party B fails to pay any amount, as and when due and payable, on any obligation to Party A; (iii) Party B becomes insolvent or otherwise commits any act of insolvency, files for or becomes the subject of suspension of payment or rehabilitation, or takes any step or becomes subject to any circumstance analogous to the foregoing; (iv) it becomes unlawful for Party A to perform its obligations under the Transaction: or (v) other circumstance/s occur/s which in the opinion of Party A. shall adversely affect Party B's performance, business, operations, prospects or conditions (financial or otherwise), Party A Provision 6: shall, in addition to all rights and remedies granted by law, have the option to immediately: (i) terminate the Transaction (without Failure to Take prejudice to any claim of Party A which had arisen or may arise as a result of termination) or require Party B's immediate and Delivery/Pay: full performance of all its obligations under the Transaction; (ii) mark-to-market the Transaction in accordance with applicable Termination and Unwinding provisions in Section 3 above and demand payment for the difference; (iii) require a cash margin; (iv) dispose or Remedies hedge the position generated from the Transaction contracted to Party B; and/or (v) apply or set off all of the deposits. funds, securities and/or assets of Party B, regardless of maturity dates, which now or may hereafter come into possession of Party A. Party B hereby appoints Party A as its attorney-in-fact with full power to do every act and deed, including the power to sell, which may be necessary to implement or carry out the foregoing. Party B shall pay Party A penalty on any unpaid amount at a rate equivalent to Party A's prevailing annual lending rate calculated from the date of non-payment until the date of payment in full. Party A's rights herein are cumulative. Taxes were previously Provision 9. Provision 7: Party A may, from time to time, impose or modify any applicable taxes, fees, and charges as required by prevailing Fees and Taxes applicable law, rules, or regulations. Party A shall notify Party B of any such taxes, fees, or charges imposed, or modifications thereto, and any such deduction made for tax. All taxes (including but not limited to value-added, withholding, final, and gross receipt taxes, if any), charges and fees applicable to the Transaction shall be for Party B's exclusive account. Provision 8: The Transaction or any of the rights thereunder may not be assigned by Party B except with the prior written consent of Party Assignment Representations and Warranties was previously Provision 2. Each party represents and warrants to the other party that: a. It has full power and authority to enter into a Transaction and to perform its obligations thereunder. b. The Transaction constitutes its legal, valid, and binding obligation. It is fully informed of and has sufficient knowledge and experience to be able to evaluate the legal, tax and accounting issues and implications, the potential financial benefits and risks, the appropriateness in the light of its individual financial circumstances and business affairs and risk management capabilities, and the conformity to the Transaction's policies and objective; acting in reliance upon its own judgment and evaluation (not upon the views or advice of the other party), or upon professional advice it has obtained independently of the other party as to such issues, benefits, risks and Provision 9: circumstances; and it has upon such evaluation, decided that it is prepared to bear its own account the risk of the Representations and Warranties d. It is entering into the Transaction as principal and not as an agent or in any other capacity, fiduciary or otherwise. It is acting solely in the capacity of an arms-length contractual counterparty with respect to the Transaction. It is not acting as a financial advisor or fiduciary of the other party (or in similar capacity) with respect to the Transaction; and any advice given by it to another party under or in connection with the Transaction shall be merely incidental to the provision by either party of the services hereunder and thereunder and will not serve as the primary basis of any investment / business decision by the other party. Its obligations under the Transaction, if secured, rank and will at all times rank at least pari passu in all respects with all its other secured obligation and if unsecured, rank and will at all times rank at least pari passu in all respects with all its other unsecured obligations, except for those obligations which are mandatorily preferred by operation of law. Applicable to Party B only: Where applicable, it is entering into the Transaction to hedge a valid and legitimate underlying transaction and is not being entered into for speculation. Laws/Venue was previously Provision 10. Provision 12: The Transaction and these FX-Terms and Conditions shall be governed by and construed in accordance with the laws of the Governing Law

Republic of the Philippines.

Indemnity was previously Provision 7.

Party B shall indemnify, hold free and harmless, and defend Party A and its subsidiaries and affiliates, and their respective stockholders, directors, officers, employees, agents and authorized representatives (each an "Indemnitee") from and against any and all actions, proceedings, losses, claims, damages, taxes, penalties, liabilities, judgments, causes of action, attorney's fees, costs and expenses (including but not limited to legal costs and expense, debt collection agent charges and other expenses) (each a "Claim") or pecuniary prejudice which an Indemnitee may incur in relation to the Transaction by reason of the introduction or change in law, decree, order, circular and rules and regulations, or the interpretation thereof, or by reason of Party B's default or breach of the Transaction or arising directly or indirectly out of or in connection with:

Provision 13: Indemnity

- a. the execution and delivery by Party B of these FX-Terms and Conditions and related documents such as but not limited to Indicative Term Sheet, Product Highlight Sheet, and Trade Confirmation;
- b. Party B's breach of any of the representations and warranties, or failure to observe, perform or discharge any of its obligations, agreements, or duties, contained in these FX-Terms and Conditions and related documents;
- c. Party A's acting or exercising any of its rights in accordance with these FX-Terms and Conditions and related documents;
- d. Party B's failure to immediately report to Party A any inaccurate or incorrect entry, omission, discrepancy and/or unauthorized transaction; and/or
- e. the execution of any of Party B's transactions or instructions;

provided that, Party B shall have no obligation to indemnify, hold harmless, and defend an Indemnitee for any Claim arising solely, primarily, and directly from the fraud, gross negligence or willful fault of such Indemnitee as determined by final judgment.

Provision 15: Related Agreement

Related Agreement and Amendment was previously Provision 11.

15. RELATED AGREEMENT. This agreement shall be read together with other relevant documents submitted by Party B to Party A.

Provision 16: Amendment

16. AMENDMENT. b reserves the right to amend these **FX**–Terms and Conditions **and other relevant documents** from time to time with prior notice to **Party B.**

Disclosure on Information was previously Provision 12.

By signing herein, Party B consents/gives consent to the collection, retention, processing, disclosure (as provided under applicable confidentiality and data privacy laws of the Philippines including all subsequent amendments or supplements thereto) of any personal, sensitive personal and privileged information ("personal data") relating to Party B, the Partnership/Corporation/Juridical Entity and its officers, directors and stockholders, whether provided by Party B or coming to Party A's possession, and sharing of the said personal data to Party A and Party A's offices, branches, subsidiaries and affiliates (Chinabank Insurance Brokers, Inc., China Bank Securities Corporation, China Bank Capital Corporation, China Bank Savings, Inc., China Bank Properties and Computer Center, Inc., and Manulife-China Bank Life Assurance Corporation, among others), accredited third parties/vendors, or other persons or entities that Party A may reasonably select, personal information processors, credit reporting or credit reference agencies, credit protection provider, quarantee institutions, debt collection agencies, government agencies and private regulatory organizations and other financial institutions, and other outsourced service providers engaged by Party A as allowed by law and internal policies, for purposes reasonably required by Party A such as, but not limited to, its conduct of everyday business (processing Party B's transactions, maintenance of his/her/its account/s), to enable Party B to avail of Party A's products, provide Party A's services to Party B, performance of daily technological and operational functions, communications technology services including updates and automation of the systems of CBC group and its affiliates, compliance with the law and regulatory organizations, research and statistics including conduct of surveys, marketing and cross-selling of products and services of Party A, its subsidiaries and affiliates, client relationship management, sales lead generation, running credit and negative information checks, statistical and risk analysis, data analytics and client profiling and all other purposes as allowed in the banking industry practice, businesses of Party A's subsidiaries and affiliates, and by law. Party B shall notify Party A in writing, which must be acknowledged by Party A, if Party B does not consent to the processing and disclosure of said information with Party A's representative offices, subsidiaries, affiliates, agents and accredited third parties/vendors or other persons or entities that Party A may reasonably select. Party B further acknowledges his/her/its right to information, access, correction, rectification, erasure of his/her/its personal data, data portability, objection to processing, file complaint and damages under the Data Privacy Act.

Provision 18:
Disclosure and
Data Privacy
Consent

Relative to the above, **Party B** agrees that **Party A** may retain **his/her/its personal data** and account information for as long as necessary for the fulfillment of the purpose for which it was collected and such other purposes that **Party B** may have consented to from time to time, or as required by pertinent laws and regulations, and provide information when required to do so in accordance with RA 1405, RA 6426, RA 8791, RA 9510, RA 9160,RA 10173, other applicable laws, by court order, and jurisprudence.

Party A may outsource some of its processing activities and services to third party service providers and in doing so, Party B's personal data may be shared to them. In such cases, Party A conducts its due diligence in the selection of the third-party service providers, executes Data Sharing and Service Level Agreements, implements risk mitigation processes, and periodically evaluates their performance.

Party B consents/gives consent that some of the processing of services may be outsourced by Party A to third party service providers and that his/her/its account information may be shared to them.

Party B agrees that Party A shall not be liable for any loss or damage arising from Party A's disclosure of personal data and account information for the above purposes.

Party B also confirms having read, understood, and sought clarifications (if any), of which his/her/its queries have been satisfactorily responded to, on Party A's Data Privacy Policy, which is available in Party A's website at https://www.chinabank.ph/china-bank-privacy-policy. Should Party B have any questions, complaints or concerns, Party B may reach Party A's Data Protection Officer through cbc.privacy@chinabank.ph.



- APPLICABILITY OF TERMS AND CONDITIONS. These Terms and Conditions (the "FX-Terms and Conditions") are supplemental to the General Terms and Conditions of China Banking Corporation ("Party A") in force from time to time. These FX—Terms and Conditions and the General Terms and Conditions shall apply to the foreign exchange transactions ("FX Transaction" or "Transaction"). In the event of any conflict between these FX—Terms and Conditions and the General Terms and Conditions, these FX—Terms and Conditions shall
- RISK DISCLOSURE STATEMENT. The Client ("Party B") understands and acknowledges the risks associated with transactions involving financial instruments and declares that Party B has read, understood, and accepted the Risk Disclosure Statement of Party A.

- 3.1. Applicable to Deliverable FX Transactions only:
 - 3.1.1. Roll-over, Pre-termination, and Unwinding. Party B may request (in whole or in part) for a Roll-over (i.e., extension), Pre-termination or Unwinding (i.e., cancellation) of any Deliverable FX Transaction, subject to Party A's approval. Should Party A at its absolute discretion, agree to the request, the following chall party: shall apply:
 - a. Roll-over. A Deliverable FX Transaction may be rolled-over subject to the unwinding of the original transaction in accordance with the Unwinding provisions below, and the execution of a new transaction with a mutually acceptable rate to Party A and Party B.
 - b. Pre-termination.
 - Definition. Pre-termination refers to moving the settlement prior to Settlement Date.
 - Computation. Party A will calculate in a commercially reasonable manner the Pre-termination Rate by marking to market the Transaction and taking into account the original Forward Rate, current market rates (swap points) and Party A's side of the bid/offer spread, using the formula:
 - Pre-termination Rate = Forward Rate Swap Points for remaining term

c. Unwinding.

- Definition. Unwinding refers to retraction of the contractual obligations of both parties on or before Settlement Date.
- both parties on or before Settlement Date.

 Computation. If unwinding is on Settlement Date, Party A shall calculate the difference between the original Forward Rate and the spot rate ("Mark-to-Market Rate") to determine the Mark-to-Market Amount. If unwinding is before Settlement Date, Party A shall close out the applicable portion of the Transaction and determine in a commercially reasonable manner its unrealized gain or loss (also a "Mark-to-Market Amount") by marking to market the applicable portion of the Transaction and taking into account the original Forward Rate, current market rates (spot rate and swap points) and Party A's side of the bid/offer spread to arrive at the difference between the Pre-termination Rate and the applicable spot rate (also a "Mark-to-Market Rate") on Unwind Date. Should the calculations result in an unrealized gain for Party B, Party A shall pay Party B the absolute value of the Mark-to-Market Amount. Should the calculations result in an unrealized loss for Party B, Party B shall pay Party A the Mark-to-Market Amount. The Pre-termination Rate and Mark-to-Market Rate shall be calculated using the formula: and Mark-to-Market Rate shall be calculated using the formula:
 - <u>Pre-termination Rate</u> = Forward Rate Swap Points for remaining term
 - Mark-to-Market Rate = Pre-termination Rate Spot Rate
- 3.1.2. Settlement. Each party shall deliver to the other party the amount of the currency to be delivered by it under each Transaction for such currency
- 3.1.3. Calculation Agent. Payments to be made are determined solely by Party A. The amounts, as calculated and determined by Party A, shall be conclusive and binding save for manifest error in calculation.
- Applicable to Non-Deliverable FX Transactions only:
 - 3.2.1. Roll-over, Pre-termination, and Unwinding. Party B may request (in whole or in part) for a Roll-over (i.e., extension), Pretermination, or Unwinding (i.e. cancellation), of any Non-Deliverable FX Transaction, subject to prevailing laws and regulations and Party A's approval. Should Party A at its absolute discretion, agree to the request, the following shall apply:
 - a. Roll-over.
 - A Non-Deliverable FX Transaction may be rolled-over subject to the unwinding of the original transaction in accordance with the Unwinding provisions below, and the execution of a new transaction with a mutually acceptable rate to Party A and Party B. Restrictions on roll-overs may apply subject to prevailing laws and regulations.
 - ii. For Non-Deliverable FX Transactions involving the PHP, any request for roll-over shall take effect on the date of the original Valuation Date. Party A shall determine and confirm the new Valuation Date and Forward Rate and new details of the roll-over transaction.
 - iii. For Non-Deliverable FX Transactions involving the PHP, roll-overs shall be subject to the payment of the original Settlement Currency Amount on the original Settlement Date.

b. Pre-termination.

- Definition. Pre-termination refers to the fixing of the Non-Deliverable FX Transaction prior to a Valuation Date.
- ii. Restriction. Pre-termination shall be subject to prevailing laws and
- iii. Computation. Party A will calculate in a commercially reasonable manner the Pre-termination Rate by marking to market the Transaction, taking into account the original Forward Rate, current market rates (swap points) and Party A's side of the bid/offer spread, using the formula
 - Pre-termination Rate = Forward Rate Swap Points for remaining term

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Should the calculations result in an unrealized loss for Party B, Party B shall pay Party A the Mark-to-Market Amount. The Pre-termination Rate and Mark-to-Market Rate shall be calculated using the formula:

- <u>Pre-termination Rate</u> = Forward Rate Swap Points for remaining term
- Mark-to-Market Rate = Pre-termination Rate Spot Rate
- 3.2.2. Fixing. On Valuation Date, the Settlement Currency Amount shall be determined as follows:
 - a. If the Forward Rate and Settlement Rate are quoted in terms of the amount of Reference Currency per one unit of the Settlement Currency:
 - $\frac{Settlement\ Currency\ Amount}{Rate/Settlement\ Rate}\ =\ Notional\ Amount\ x\ (1\ -\ Forward$
 - b. If the Forward Rate and Settlement Rate are quoted in terms of the amount of Settlement Currency per one unit of the Reference Currency:
 - Settlement Currency Amount = Notional Amount x (1 Settlement Rate/Forward Rate)
- 3.2.3. Settlement. All Non-Deliverable FX Transactions involving the PHP with residents shall be settled in PHP. Payments to be made are subject to the Forward Rate and Settlement Rate as stipulated in the Trade Confirmation.
 - a. If the Settlement Currency Amount is a positive number:
 - The Reference Currency Buyer will pay the Settlement Currency Amount on Settlement Date.
 - The Reference Currency Seller will receive the Settlement Currency Amount on Settlement Date.
 - b. If the Settlement Currency Amount is a negative number:
 - The Reference Currency Buyer will receive the Settlement Currency Amount on Settlement Date.
 - ii. The Reference Currency Seller will pay the Settlement Currency Amount on Settlement Date.
- 3.2.4. Calculation Agent. The amounts, as calculated and determined by Party A, shall be conclusive and binding save for manifest error in computation.
- 3.3. In case of a Joint "Or" Account, any one of Party B can enter into the Transaction. Any payment or delivery made to any one of Party B shall release Party A from any liability whatsoever. For Joint "And" Account, all of Party B's joint signature is required for
- **PURPOSE OF SALE.** Where applicable, Party B certifies that the foreign exchange covered by the Transaction shall be used solely for the purpose stated in the Application to Purchase Foreign Exchange. Party B will submit to Party A the necessary Bangko Sentral ng Pilipinas approval or other governmental approval.
- **PAYMENT.** Any amount payable to Party A under the Transaction shall be paid by Party B upon demand. The obligation of Party A under the Transaction shall be payable at any of its branches. Party A shall not be liable for any unavailability of funds owed under the Transaction due to any reason or cause beyond its control and none of its branches including its officers and employees shall be made responsible therefore due to such circumstances, which prevented its performance. Party A reserves the right to hold the payment prior to submission of documentary requirements required by Party A.
- FAILURE TO TAKE DELIVERY/PAY; TERMINATION AND REMEDIES. In case (i) Party B fails to take delivery and pay the amount contracted under the Transaction on the date and in the manner specified therein; (ii) Party B fails to pay any amount, as and when due and payable, on any obligation to Party A; (iii) Party B becomes insolvent or otherwise commits any act of insolvency, files for or becomes the subject of suspension of payment or rehabilitation, or takes any step or becomes subject to any circumstance analogous to the foregoing; (iv) it becomes unlawful for Party A to perform its obligations under the Transaction; or (v) other circumstance/s occur/s which in the opinion of Party A, shall adversely affect Party B's performance, business, operations, prospects or conditions (financial or otherwise), Party A shall, in addition to all rights and remedies granted by law, have the option to immediately: (i) terminate the Transaction (without prejudice to any claim of Party A which had arisen or may arise as a result of termination) or require Party B's immediate and full performance of all its obligations under the Transaction; (ii) mark-to-market the Transaction in accordance with applicable Unwinding provisions in Section 3 above and demand payment for the difference; (iii) require a cash margin; (iv) dispose or hedge the position generated from the Transaction contracted to Party B; and/or (v) apply or set off all of the deposits, funds, securities and/or assets of Party B, regardless of maturity dates, which now or may hereafter come into possession of Party B, regardless of maturity Party A as its attorney-in-fact with full power to do every act and deed, including the power to sell, which may be necessary to implement or carry out the foregoing. Party B shall pay FAILURE TO TAKE DELIVERY/PAY; TERMINATION AND REMEDIES. In case (i) Party B to sell, which may be necessary to implement or carry out the foregoing. Party B shall pay Party A penalty on any unpaid amount at a rate equivalent to Party A's prevailing annual lending rate calculated from the date of non-payment until the date of payment in full. Party A's rights herein are cumulative.
- FEES AND TAXES. Party A may, from time to time, impose or modify any applicable taxes, fees, and charges as required by prevailing applicable law, rules, or regulations. Party A shall notify Party B of any such taxes, fees, or charges imposed, or modifications thereto, and any such deduction made for tax. All taxes (including but not limited to value-added, withholding, final, and gross receipt taxes, if any), charges and fees applicable to the Transaction shall be for Party B's exclusive account.
- ASSIGNMENT. The Transaction or any of the rights thereunder may not be assigned by Party B except with the prior written consent of Party A.
- REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the
 - 9.1. It has full power and authority to enter into a Transaction and to perform its obligations
 - The Transaction constitutes its legal, valid, and binding obligation
 - It is fully informed of and has sufficient knowledge and experience to be able to evaluate the legal, tax and accounting issues and implications, the potential financial benefits and risks, the appropriateness in the light of its individual financial circumstances and business affairs and risk management capabilities, and the conformity to the Transaction's policies and objective; acting in reliance upon its own judgment and evaluation (not upon the views or advice of the other party), or upon professional advice it has obtained independently of the other party as to such issues benefits, risks and circumstances; and it has upon such evaluation, decided that it is prepared to bear its own account the risk of the Transaction.
 - It is entering into the Transaction as principal and not as an agent or in any other capacity, fiduciary or otherwise.
 - It is acting solely in the capacity of an arms-length contractual counterparty with respect to the Transaction. It is not acting as a financial advisor or fiduciary of the other party (or in similar capacity) with respect to the Transaction; and any advice given by it to another party under or in connection with the Transaction shall be merely incidental to the provision by either party of the services hereunder and thereunder and will not serve as the primary basis of any investment / business decision by the other party
 - Its obligations under the Transaction, if secured, rank and will at all times rank at least pari passu in all respects with all its other secured obligation and if unsecured, rank

- and will at all times rank at least pari passu in all respects with all its other unsecured obligations, except for those obligations which are mandatorily preferred by operation of law.
- 9.7. Applicable to Party B only: Where applicable, it is entering into the Transaction to hedge a valid and legitimate underlying transaction and is not being entered into for speculation
- 10. WAIVER. No act or omission by Party A shall affect its rights, powers, or remedies under these FX-Terms and Conditions and other relevant documents or any further or other exercise of such rights, powers, or remedies.
- 11. SEVERABILITY. If any part of these FX-Terms and Conditions is held or deemed to be void, voidable, illegal, or unenforceable, the remaining terms will remain in full force and effect
- 12. GOVERNING LAW. The Transaction and these FX-Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- 13. INDEMNITY. Party B shall indemnify, hold free and harmless, and defend Party A and its subsidiaries and affiliates, and their respective stockholders, directors, officers, employees, agents and authorized representatives (each an "Indemnitee") from and against any and all actions, proceedings, losses, claims, damages, taxes, penalties, liabilities, judgments, causes of action, attorney's fees, costs and expenses (including but not limited to legal costs and expense, debt collection agent charges and other expenses) (each a "Claim") or pecuniary prejudice which an Indemnitee may incur in relation to the Transaction by reason of the introduction or change in law, decree, order, circular and rules and regulations, or the interpretation thereof, or by reason of Party B's default or breach of the Transaction or arising directly or indirectly out of or in connection with:
 - 13.1. the execution and delivery by Party B of these FX–Terms and Conditions and related documents such as but not limited to Indicative Term Sheet, Product Highlight Sheet, and Trade Confirmation;
 - 13.2. Party B's breach of any of the representations and warranties, or failure to observe, perform or discharge any of its obligations, agreements, or duties, contained in these FX–Terms and Conditions and related documents;
 - 13.3. Party A's acting or exercising any of its rights in accordance with these FX–Terms and Conditions and related documents:
 - 13.4. Party B's failure to immediately report to Party A any inaccurate or incorrect entry, omission, discrepancy and/or unauthorized transaction; and/or
 - 13.5. the execution of any of Party B's transactions or instructions;

provided that, Party B shall have no obligation to indemnify, hold harmless, and defend an Indemnitee for any Claim arising solely, primarily, and directly from the fraud, gross negligence or willful fault of such Indemnitee as determined by final judgment.

- 14. COST AND VENUE OF SUIT. In case of litigation arising from Party B's use/availment of Party A's products and services relating to the Transaction or these FX-Terms and Conditions and other relevant documents, Party B (if the losing party) shall pay the cost and expenses of litigation and attorney's fees equivalent to twenty-five percent (25%) of the amount involved which shall in no case be less than Ten Thousand Pesos (PHP10,000.00). All actions, suits or proceedings that may arise from the Transaction or these FX-Terms and Conditions and other relevant documents, shall be brought in the proper courts of Makati City, Metro Manila to the exclusion of other courts. Party B hereby waives any objection, which he/she/it may now or hereafter have to the laying of venue of any such action, suit or proceeding and further waives any claim that any such action, suit, or proceeding has been brought in an inconvenient forum.
- **15. RELATED AGREEMENT.** This agreement shall be read together with other relevant documents submitted by Party B to Party A.
- 16. AMENDMENT. Party A reserves the right to amend these FX-Terms and Conditions and other relevant documents from time to time with prior notice to Party B.
- 17. WAIVER OF IMMUNITIES. Party B irrevocably waives, to the extent permitted by law, with respect to him/herself/itself and his/her/its revenues and assets, all immunity from suit, jurisdiction of any court, set-off, relief by way of injunction or order for specific performance, attachment of assets and execution or enforcement of any judgment to which Party B or his/her/its revenues and assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by law, that he/she/it will not claim any such immunity in any proceedings.

18. DISCLOSURE AND DATA PRIVACY CONSENT. By signing herein, Party B consents/gives consent to the collection, retention, processing, disclosure (as provided under applicable confidentiality and data privacy laws of the Philippines including all subsequent amendments or supplements thereto) of any personal, sensitive personal and privileged information ("personal data") relating to Party B, the Partnership/Corporation/Juridical Entity and its officers, directors and stockholders, whether provided by Party B or coming to Party A's possession, and sharing of the said personal data to Party A and Party A's offices, branches, subsidiaries and affiliates (Chinabank Insurance Brokers, Inc., China Bank Securities Corporation, China Bank Capital Corporation, China Bank Savings, Inc., China Bank Properties and Computer Center, Inc., and Manulife-China Bank Life Assurance Corporation, among others), accredited third parties/vendors, or other persons or entities that Party A may reasonably select, personal information processors, credit reporting or credit reference agencies, credit protection provider, guarantee institutions, debt collection agencies, government agencies and private regulatory organizations and other financial institutions, and other outsourced service providers engaged by Party A as allowed by law and internal policies, for purposes reasonably required by Party A such as, but not limited to, its conduct of everyday business (processing Party B's transactions, maintenance of his/her/its account/s), to enable Party B to avail of Party A's products, provide Party A's services to Party B, performance of daily technological and operational functions, communications technology services including updates and automation of the systems of CBC group and its affiliates, compliance with the law and regulatory organizations, research and statistics including conduct of surveys, marketing and cross-selling of products and services of Party A, its subsidiaries and affiliates, client relationship management, sales le

Relative to the above, Party B agrees that Party A may retain his/her/its personal data and account information for as long as necessary for the fulfillment of the purpose for which it was collected and such other purposes that Party B may have consented to from time to time, or as required by pertinent laws and regulations, and provide information when required to do so in accordance with RA 1405, RA 6426, RA 8791, RA 9510, RA 9160,RA 10173, other applicable laws, by court order, and jurisprudence.

Party A may outsource some of its processing activities and services to third party service providers and in doing so, Party B's personal data may be shared to them. In such cases, Party A conducts its due diligence in the selection of the third-party service providers, executes Data Sharing and Service Level Agreements, implements risk mitigation processes, and periodically evaluates their performance.

Party B consents/gives consent that some of the processing of services may be outsourced by Party A to third party service providers and that his/her/its account information may be shared to them.

Party B agrees that Party A shall not be liable for any loss or damage arising from Party A's disclosure of personal data and account information for the above purposes.

Party B also confirms having read, understood, and sought clarifications (if any), of which his/her/its queries have been satisfactorily responded to, on Party A's Data Privacy Policy, which is available in Party A's website at https://www.chinabank.ph/china-bank-privacy-policy. Should Party B have any questions, complaints or concerns, Party B may reach Party A's Data Protection Officer through cbc.privacy@chinabank.ph.

- 19. EXEMPT FROM COOLING OFF PERIOD. Party B can notify Party A's Markets Sales Group in writing of his/her/its intention to cancel/terminate his/her/its availment of the financial product. Party B also understands that the financial product availed is exempt from the cooling off period as provided by BSP Circular 1160, and thus Party B's exercise of his/her/its right to cancel/terminate his/her/its instruction to avail of the financial product may subject Party B to fees, costs or charges similar to a cancellation of the transaction under Section 3, which shall be for Party B's account and charged and withheld by Party A from the refund due to Party B. The fees, costs or charges to be charged and withheld by Party A shall be disclosed to Party B prior to the signing of the cancellation contract/agreement.
- 20. CONTACT DETAILS. Party A may receive client inquiries or complaints via the following contact channels provided below. Upon receipt, Party A shall then conduct a comprehensive investigation in accordance with its established procedures and shall notify Party B of its findings. The findings of Party A shall be final and conclusive.

CHINA BANK 24/7 CUSTOMER SUPPORT					
Customer Contact Center	tomer Contact Center China Bank Building, 8745 Paseo de Roxas corner Villar Street, Makati City 1226 Philippines				
24/7 Hotline	(+632) 888-55-888				
Toll Free	Domestic: 1800-1888-5-888 (PLDT)	• USA / Canada: 011-800-1-888-5888			
(Press "0" to speak to a Phone	Hong Kong / Singapore / Korea / Thailand: 001-800-1-888-5888	• Australia: 0011-800-1-888-5888			
Banker)	• Italy / China: 00-800-1-888-5888	• Japan: 010-800-1-888-5888			
E-mail Address	online@chinabank.ph				
Facebook www.facebook.com/chinabankph					
Twitter	www.twitter.com/chinabankph				

Party A is regulated by the Bangko Sentral ng Pilipinas, with contact number (632)8708-7087 and e-mail address: consumeraffairs@bsp.gov.ph. BSP Online Buddy (BOB) may be accessed via BSP Webchat (http://www.bsp.gov.ph/), SMS (021582277 for Globe subscribers only), and Facebook (https://www.facebook.com/BangkoSentralngPilipinas/). Party A is also registered with and regulated by the Securities and Exchange Commission (SEC) under Market and Securities Regulation Department (MSRD) with contact number 0916-240-0785 and email address: msrdsubmission@sec.gov.ph.

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