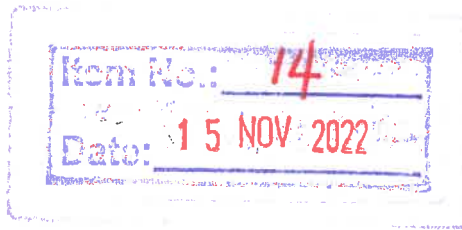
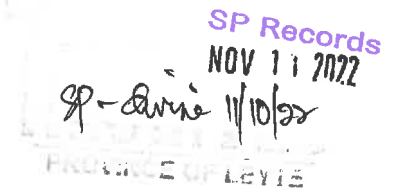




OFFICE OF THE PROVINCIAL GOVERNOR  
**CARLOS JERICHO L. PETILLA**



Republic of the Philippines  
**PROVINCE OF LEYTE**



November 10, 2022

**Hon. LEONARDO V. JAVIER, Jr.**  
Vice-Governor  
Province of Leyte

Attention: **FLORINDA JILL S. UYVICO**  
Provincial Board Secretary


**Dear Vice-Governor Javier, Jr.:**

Relative to the proposed digitization of our transactions specifically on the payment, among other others, the real property taxes, this Office most respectfully requests the Honorable Sangguniang Panlalawigan for the issuance of a **RESOLUTION** authorizing the Acting Provincial Treasurer Ruth Y. Surpia to enter into a *Payment Facility Agreement with UBX Philippines Corporation* and such other agreements connected thereto, for and on behalf of the Province of Leyte.

Copies of the Proposed Agreements are hereto attached for your reference and are self-explanatory.

Thank you very much!

By Authority of the Governor:

  
**CORAZON M. ALVERO**  
Provincial Administrator



**UBX PHILIPPINES CORPORATION**  
**Confidentiality & Non-Disclosure Agreement**

This Agreement made and entered into this \_\_\_\_\_, at Pasig City, Metro Manila, Philippines, effective at the date of signing by and between:

**UBX Philippines Corporation**, an entity duly organized and existing under the laws of the Republic of the Philippines, with principal business address at UnionBank Plaza, Meralco Avenue corner Onyx St., Ortigas Center, Pasig City, Philippines represented herein by its Venture Lead, **Jaime P. Garchitorea** and hereinafter referred to as the **“Corporation;”**

And

**Provincial Government Of Leyte**, an entity duly organized and existing under the laws of the Philippines and with office address at Provincial Government Complex, Palo, Leyte, represented herein by authorized signatory for and in behalf of the Province of Leyte as per Reso\_\_\_\_, *Acting Provincial Treasurer*, **Ruth Y. Surpia**, hereinafter referred to as the **“Service Provider”**;

The Corporation and Service Provider shall be referred to as, collectively, the **“Parties,”** and individually, a **“Party.”**

**WITNESSETH THAT:**

**WHEREAS**, the Corporation and the Service Provider entered into a Contract Agreement, in the course of which the Parties shall be disclosing to each other information which are sensitive, proprietary, substantial and confidential;

**WHEREAS**, this Agreement is intended to prohibit or restrict the disclosure of said information which the Parties may have been provided, directly or indirectly, or to which it gained access in the course of its dealings or discussions with each other;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby mutually agree to be bound as follows:

**I. DEFINITION**

Unless the context otherwise requires, the following term shall have the following meaning:

**“Confidential Information”** shall mean all information, whether oral or written and whether commercial, financial, legal, or technical, and any other information including all secrets, financial, confidential, or proprietary information, strategies, projects, processes, forms, data relating to the Corporation or Service Provider, its customers, clients, partners, other service providers, suppliers, systems, assets, policies, contracts, documentation, in raw, derived or whatever form together with analyses, compilations, data, studies, reports or other documents pertaining to the business or operations of the Parties, its clients and other

persons with whom the Corporation or Service Provider has financial and legal or commercial dealings, prepared by either the Corporation or the Service Provider, in the course of the Purpose, through their respective employees, officers, directors, agents or authorized representative (collectively referred to herein as "Representatives") and furnished and provided to the other Party.

Confidential information may include, without limitation, computer programs, codes, specifications, systems, know-how, processes, ideas, inventions (whether or not patentable), other technical, business, and financial information and all information concerning current, future or proposed products or services, client or customer lists and printouts, marketing or sales plans and any and all other information or materials relating to the business and operations of a Party.

It shall further include such information that may originate or be derived from, or in connection with, such information or which contain or reflect or are based in whole or in part upon such information.

For this purpose, information disclosed or received by the Service Provider or by the Corporation is hereby expressly classified as confidential and privileged communication and shall be subject to the corresponding restrictions hereinafter agreed upon.

All confidential information disclosed to the receiving party are and shall remain the property of the disclosing party. By disclosing, publishing or disseminating such information and materials to the receiving party and by permitting the use of said information and materials to the receiving party, the disclosing party does not, in any way, grant any express or implied right to the receiving party to acquire the disclosing party's patents, copyrights, trademarks and/or intellectual property rights.

## **II. NON-DISCLOSURE AND NON-USE**

To maintain the confidentiality of the Confidential Information, the Parties hereby agree to the following:

1. Not to disclose or not to allow disclosure to third parties of Confidential Information except to the Party's representatives who are directly responsible for the evaluation and/or processing of the information made available and submitted to said Party for the purpose for which it was given;
2. Not to make or allow to be made copies of any Confidential Information without the written consent of the other Party specifically authorizing the first Party to do so;
3. Not to use, employ, or exploit, or allow the use, employment or exploitation for any purpose or in any other manner of Confidential Information disclosed to the other Party other than for the intended purpose for which it was so disclosed without the express written consent of such other Party;
4. Not to disclose or otherwise disseminate Confidential Information to a Party's representative who is not directly involved with the Purpose, and;
5. Not to do anything which will necessitate the disclosure of Confidential Information to third parties without the prior written consent of the disclosing party.

## **III. TERMINATION OF ACCESS TO AND USE OF INFORMATION**

Each Party may elect at any time and for any reason to terminate further access and use by the receiving party or its representatives to Confidential Information disclosed to the

disclosing party. Should the disclosing party decide to terminate access to and use of Confidential Information by the receiving party, the receiving party shall, not later than seven (7) working days from its receipt of the disclosing party's written notice of termination, return all confidential material received and cause the destruction, in a manner that it cannot be read or reconstructed, of all notes and copies of such confidential materials in its possession. The receiving party must confirm such destruction of confidential information in writing and signed by the proper officer/s attesting to such destruction. Pending such destruction, all Confidential Information and material must be kept strictly confidential with the provisions of this Agreement.

#### **IV. NO LICENSE OR WARRANTY**

Except as may be provided in this Agreement, no license under any patents, copyrights, mask rights or other proprietary rights is granted or conveyed by the Disclosing Party of its Confidential Information or other information as provided to the Receiving Party. The information provided is on an "as is, where is" basis and there are no representations or warranties, express or implied, with respect to the information, including, but not limited to a warranty against infringement, accuracy or completeness. The Receiving Party will use all information received in a safe and prudent manner, in accordance with the purpose to which it was shared by the Disclosing Party.

#### **V. NO COMMITMENT TO ENTER INTO A TRANSACTION OR CONTRACT**

Neither Party shall have any obligation with respect to any transaction and/or contract by virtue of this Agreement, nor shall either Party have the right to compel the other party to enter into a transaction or a contract therewith, unless and until a definitive written agreement between them has been executed. Nothing in this Agreement shall likewise be construed as a limitation, prohibition or restraint for either Parties to contract with other entities or service providers or potential partners for the same or similar Purposes.

#### **VI. MUTUAL WAIVER AND MODIFICATIONS**

No waiver by either party of any term or condition hereof shall be valid unless made in writing signed by an authorized representative of that party. No waiver on any one occasion shall be effective to waive the same or any other term or condition on any other occasion. All modifications to this Agreement shall be in writing and signed by authorized representatives of both parties.

#### **VII. STANDARD OF CARE REQUIRED**

Both Parties agree to establish and maintain reasonable security measures to safeguard the confidentiality of Confidential Information, but in no event less than a reasonable degree of care, it has received by observing the same standard of care that it applies to its own confidential information, including requiring the execution by its employees and representatives who shall be gaining access to said information of a similar non-disclosure agreement. The Parties further agree to store and handle Confidential Information in such a manner as to prevent unauthorized access thereto and disclosure thereof. In case any Party discovers any unauthorized access to Confidential Information, it shall notify the disclosing party within twenty-four (24) hours from knowledge or discovery thereof and take appropriate measures to mitigate the effects and prevent a recurrence thereof. Notification shall be in the form that is most expedient and efficient form that may be in a written document or email.

## **VIII. EFFECT OF BREACH**

The Parties acknowledge that a breach of its obligations under this Agreement may cause damage to the disclosing party. Accordingly, in addition to other remedies available to the disclosing party under applicable laws, rules and regulations, and not excluding an action for the recovery of damages, the Party who suffered damage or who is likely to suffer damages may seek injunctive relief against such breach or threatened breach.

Nothing in this Agreement abrogates from any additional legal obligation of rights placed on either Party under any law or statute. Neither with the privileged character of the Confidential Information be a bar to judicial disclosure in actions exclusively between the immediate Parties but only to actions based upon this particular Agreement and any subsequent contract directly related to this one, without prejudice to Paragraph 2 of Section IX on "Release."

## **IX. RELEASE**

If a Party hereto can demonstrate or prove in a clear and convincing manner that Confidential Information, or a portion thereof, provided by the Disclosing Party is, (a) at the time of disclosure, is available to the public, or of public knowledge, or is accessible to the public, or registered/submitted to any public registry, or is in the public domain, as the case may be, or (b) at a later date becomes available to the public or has fallen into public domain through no act or omission of the Receiving Party or its representatives, or (c) is in its possession prior to receipt without any obligation of confidentiality, or (d) is disclosed to the Receiving Party without restriction on disclosure by a Third Party who had the lawful right to disclose such information, or (e) is independently developed by the Receiving Party without any use of any Confidential Information, or (f) or is disclosed pursuant to the order or requirement of law or of a court, administrative agency, quasi-judicial body, or other governmental body, then such Receiving Party shall be released from its obligation under this Agreement in relation to the Confidential Information involved, or a portion thereof, but shall remain under a duty to maintain confidentiality in relation to all other Confidential Information provided to it by the Disclosing Party.

If the Receiving Party or its representatives shall be required by the compulsion of legal processes to disclose Confidential Information, it shall promptly notify the disclosing Party thereof so that the disclosing Party may seek the appropriate protective orders and/or waive the receiving Party's compliance with the provisions of this Agreement. Further, the receiving Party shall exert its best efforts to extend the time for compliance with such legal processes to enable the disclosing Party to file appropriate legal action and/or seek appropriate remedy. If failing the issuance of injunctive order or the receipt of a waiver hereunder, the receiving Party in the opinion of its counsel is compelled to disclose Confidential Information under pain of liability for contempt or other censure or penalty, then the receiving Party may disclose Confidential Information without any liability hereunder.

## **X. AMENDMENT**

No amendment, modification, interpretation or waiver of any of the provisions in this Agreement shall be effective unless made in writing and signed by both Parties herein.

## **XI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties with respect to the purpose of this Agreement and supersedes any and all prior notices and agreements between the Parties whether written or oral, with respect to the purpose hereof.

## **XII. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) instrument. The exchange of signature pages by facsimile transmission or e-mail shall constitute effective execution and delivery of this Agreement to the Parties and may be used in lieu of the original signature pages of the Agreement for all purposes.

## **XIII. SEVERABILITY**

If any one or more of the provisions of this Agreement for any reason be declared to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as though such invalid, illegal or unenforceable provision(s) has never been set forth, in which case the Agreement shall be carried out as nearly as possible to its original terms and intent.

## **XIV. NOTICES**

All notices, demands or other communication required to be sent under this Agreement shall be made in writing and shall be delivered personally or sent by certified or registered mail with return receipt requested to a Party at its address as indicated in this Agreement or at such other address(es) as may be designated by written notice by one Party to the other. Any notice, demand, or other communication given or made in the manner prescribed in this clause shall be deemed to have been received as follows:

- a. If sent by registered mail, five (5) days after the date of mailing; or
- b. If sent by facsimile, at the time of transmission provided electronic or other confirmation of complete and effective transmission is obtained; or
- c. If sent by messenger or courier service, upon actual receipt by the receiving Party as evidenced by the receiving stamp or signature of the receiving Party or its representative.
- d. If sent by email, at the time it is sent as recorded in the sender's system, provided that the sent email has not bounced.

## **XV. TERM OF CONFIDENTIALITY**

The obligations in this Agreement shall expire upon (a) completion of the engagement of Service Provider to provide the services contemplated to the Corporation under a service contract or agreement, in which case the provisions herein may be superseded by the observance by the parties of professional requirements of confidentiality applicable to it or by a separate written agreement, or (b) if no engagement with the parties is entered into, the obligations of the Parties under this Agreement shall continue and survive and shall remain binding for a period of three (3) years from the date when this Agreement was entered into by the Parties herein.

However, the duty of confidentiality over personal or confidential information of either Party's representatives or clients, as protected by applicable laws, rules and regulations, shall survive the termination of this Agreement indefinitely.

## **XVI. APPLICABLE LAWS AND VENUE IN CASE OF DISPUTES**

This Agreement shall be construed, performed and enforced in accordance with the laws of the Republic of the Philippines, and any dispute or controversy arising from this

Agreement shall be brought only before the proper courts of the City of Pasig, Metro Manila, Philippines, to the exclusion of all other venues.

**IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the date and place above written.

SIGNED BY:

<b>For UBX Philippines Corporation</b>	
<b>Name:</b>	<b>JAIME P. GARCHITORENA</b>
<b>Designation:</b>	<b>Venture Lead</b>
<b>Date:</b>	_____
<b>Signature:</b>	_____

<b>For: Provincial Treasurers Office, Province Of Leyte</b>	
<b>Name:</b>	<b>RUTH Y. SURPIA</b>
<b>Designation:</b>	<b>Acting Provincial Treasurer</b>
<b>Date:</b>	_____
<b>Signature:</b>	_____

**UBX Philippines Corporation**  
**BUX Payment Facility Agreement**

This Agreement states the terms and conditions between the parties herein relative to BUX Payment Facility.

<p><b>1. Definition of Terms</b></p>	<ul style="list-style-type: none"><li><b>a. API (Application Programming Interface) –</b> refers to a set of functions and procedures that enables two separate applications to transmit data and communicate with one another. An API is a computing interface that defines the interactions between a Merchant and Bux through integration . APIs will define the calls and requests that are made and data formats that will be used</li><li><b>b. Bux –</b> refers to the payment gateway service that enables, among others, Merchants to collect, and Customers to make, payments through various payment channels. Bux is offered and supported by UBX Philippines Corporation (UBX PH).</li><li><b>c. Customer -</b> The Merchant's customer who will be transacting through the Merchant's website or platform via Bux as the payments platform.</li><li><b>d. Effective Date –</b> refers to the date of signing of this Agreement.</li><li><b>e. Merchant –</b> pertains to the business entity that has availed of Bux as a payment gateway service.</li><li><b>f. Payment Links -</b> Payment Links are links that a Customer can click. Payment links can be sent by Merchants via email, Facebook Messenger, SMS, Viber and Whatsapp. Customers shall pay the transaction amount by clicking on the Payment Link and choose from a variety of payment channels available.</li><li><b>g. Transaction –</b> Transaction being performed between the Merchant and its Customers where payment via Bux is collected.</li></ul>
--------------------------------------	---



	<p><b>h. Transaction Fees</b> – Schedule of fees set out in Annex A hereof. This may be amended from time to time based on the agreement between the parties.</p> <p><b>i. Multi Wallet</b> - Multi Wallet is a closed loop ecosystem that enables the Merchant to sign up and manage its sub wallets. Master wallet is the main wallet account of the merchant while sub wallets are sub accounts of the merchant.</p>
<b>2. Term &amp; Termination</b>	<p>This Agreement shall come into effect on the Effective Date and shall continue for two (2) years (the “Initial Term”) after which it shall thereafter automatically extend for periods of one year (each a “Renewal Term”).</p> <p>The Effective Date of this Agreement shall be from <b>August 22, 2022</b>.</p>
<b>3. The Parties</b>	<p><b>Owner and Operator of Bux Payment Platform</b></p> <p><b>Name: UBX Philippines Corporation (UBX PH)</b>  <b>SEC Registration No.: CS201825913</b>  <b>Address: 33/F UnionBank Plaza, Meralco Ave. corner Onyx and Sapphire Streets, Ortigas Center, Pasig City</b></p> <p><b>Merchant availing of this Payment Facility Agreement</b></p> <p><b>Name: Provincial Government Of Leyte</b>  <b>Address: Leyte Provincial Government Complex</b>  <b>West Bypass Road, Campetic, Palo, Leyte</b></p>
<b>4. Requirements for Merchant</b>	<p>a. Details of bank account designated for settlement</p> <p>b. Completed Merchant Onboarding Form</p> <p>c. Submission of required corporate documents</p> <p>d. API Integration, if applicable</p> <p>e. Access to Bux Dashboard</p>
<p><b>a. Bux Payment Platform</b></p> <p><b>b. UBX PH's</b></p>	<p><b>API: UBX PH shall provide to the Merchant relevant</b></p>

<p><b>Responsibilities</b></p>	<p>systems documentation of Bux's existing infrastructure to enable the former to build the required interface programs. Bux shall support the Merchant in all phases of systems development and project implementation for connecting Bux platform to the Merchant's existing system.</p> <p><b>Availability of Channels:</b> UBX PH shall make available to the Merchant as many channels as possible for the acceptance and processing of payments, among others, in Bux.</p> <p><b>Confidentiality:</b> Merchants are expected to provide required information in Bux to authenticate their identity and authorize access to his fund services. UBX PH and the Merchant shall ensure the security and confidentiality of these information.</p> <p><b>Customer Support:</b> UBX PH shall likewise provide support to the Merchant for any issue or concern it may have with Bux or with the transactions made in it.</p> <p><b>Dashboard:</b> UBX PH shall provide the Merchant with a Bux dashboard to enable collection of payments directly through the generation of a payment link (checkout page URL). The dashboard will likewise enable the Merchant to monitor all transactions and payouts. Collection of payments can also be done via API integration or Ecommerce Plugins.</p> <p><b>Promotions:</b> Bux may help Merchants in the promotion of the products or services that they offer through social media channels, email marketing, banner ads and press releases, all with prior consent of the Merchants.</p> <p><b>Seamless Operation:</b> UBX PH shall operate and maintain Bux's service and infrastructure 24/7. Any downtime for periodic maintenance shall be duly announced to all Bux parties.</p> <p><b>Security &amp; Monitoring:</b> UBX PH shall provide appropriate security measures in Bux to reduce fraud but does not guarantee a fraud-free environment considering that it does not have any control over the transactions or deals between the Merchant and its Customer.</p> <p><b>Settlement &amp; Reconciliation:</b> UBX PH shall credit</p>
--------------------------------	--

**c. Merchant's Responsibilities**

the Merchant's designated bank account for the latter's payment and collections; debit for the agreed fees payable by the Merchant to UBX PH; provide periodic reports on the payments and settlements made to the Merchant.

**Software:** UBX PH shall provide to the Merchant a platform that will allow it to set up and interface to connect its website or platform.

**Training:** UBX PH will conduct training for the initial deployment of Bux to the Merchant's authorized representatives/Users.

**Acceptance of Software:** The Merchant shall accept Bux to facilitate payment of its transactions with the Customers.

**Appointment of Authorized Users:** The Merchant shall appoint its authorized user or representatives who will be trained to use and operate the Bux platform for and in behalf of the Merchant and for IT support and operations who shall coordinate with UBX PH on issues encountered in Bux.

**Compliance with Anti-Money Laundering Laws:** The Merchant shall conduct know-your-customer procedures, continuously screen and/or monitor its own Customers and their transactions in accordance with RA No. 9160 (Anti-Money Laundering Act), as amended, its implementing rules and regulations and other applicable issuances in accordance to the requirements of the law as a covered person, if applicable.

**Expenses on Connectivity to Bux:** The Merchant shall connect with Bux via API. Any attendant costs to the connection with Bux shall be borne by the Merchant. This may include, but is not limited to, the costs of the hardware, software development, routers, modems, leased telecommunication lines, etc.

**Cut-Off Time:** The Merchant shall comply with any cut-off time or deadline that may be imposed by UBX PH or the payment channels for purposes of transactions, reporting, settlement or reconciliation.

**Discrepancies in Billing and Settlement Amounts:** The Merchant shall be responsible for any discrepancy between the billing amount and the amount paid by the Customers. Any issue, dispute or concern that may be raised on this shall solely be addressed, handled and resolved by the Merchant.

**Issue Escalation:** The Merchants shall escalate to UBX PH any issues or concerns it may have over the:

- (i) software issued to them
- (ii) accuracy of reports provided to them
- (iii) timeliness of crediting/debiting of fees and other fees collectible under this Agreement..

The turn-around-time (TAT) for issue escalation is enumerated in

**Annex B** of this Agreement.

**Maintenance of Adequate Security and Confidentiality:** The Merchant, its officers or representatives or Users shall maintain adequate security and confidentiality measures and procedures in the use and access of Bux. The Merchant shall ensure that Bux shall only be used for legal and valid purposes. Any transaction, action or communication made in Bux by the Merchant with its Customers shall always be assumed to have been allowed and authorized by the Merchant.

**Observance of Cut-Off or Deadlines:** The Merchant shall comply with the set cut-off or deadlines set by UBX PH for transactions in Bux, settlements or crediting of funds. These are set out in **Annex B** of this Agreement.

**Payment of Fees:** The Merchant shall pay the fees as set out by UBXPH in **Annex "A."**

**Personality in Contracts or Obligations:** The Merchant accepts, understands and is aware that UBX PH or Bux are not parties to the transaction, obligation or contract that the Merchant has with its Customers. Thus, any claim, liability, complaint or issue regarding the transaction or any delay, error or non-fulfilment or non-completion of the transaction

between the Merchant and its customers shall be resolved or settled only between them.

**Prohibited Uses of Bux:** The Merchant and/or its authorized User/s are strictly prohibited from using Bux to receive payments for unauthorized, illegal, or prohibited items like narcotics or illegal drugs, unauthorized or illegal gambling or gaming, pornography, products infringing on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy, or any other products or services prohibited by rules, regulations or the law. The

Merchant agrees that any damage or liability incurred by the Merchant as a result of these activities, including fines, penalties or other related legal expenses, will be for the account of the Merchant.

**Provide Information:** The Merchant is expected to voluntarily and willingly provide to UBX PH information that it may ask or request in relation to:

- (i) inquiries that UBX PH may have on specific transactions, actions or communications
- (ii) feedback on the use of the software
- (iii) other matters related to this Agreement.

**Record-Keeping and Retention:** The Merchant is expected to observe and comply with the record-keeping and retention requirements for documents or media in relation to the facility that it will provide to its Customer in Bux in accordance with the provisions of the Anti- Money Laundering Act (RA No. 9160), as amended, including its Implementing Rules and Regulations and its amendments.

**Settlement and Reconciliation:** The Merchant shall provide a grace period of up to seven to fourteen (7-14) banking days for UBX PH to reconcile items where payments have not been credited to the Merchant.

**Sole Responsibility on Fulfilment:** The Merchant shall be solely responsible for the fulfilment of the delivery of its products or services offered or sold including all risks and liabilities that may arise as a

<p>d. <b>Intellectual Property</b></p> <p>e. <b>Repairs, Maintenance</b></p> <p>f. <b>Exclusivity and Prohibited Transactions</b></p>	<p>consequence of its errors, non-fulfilment, non-delivery, or delay. This likewise applies in cases where the Merchant has terminated its agreement with UBX PH on the use of Bux and where its clients have already paid for the products or services through Bux.</p> <p><b>Use of Bux Logo:</b> The Merchant may use the Bux logo when marketing its products or services to its client. The Bux logo may be utilized by the Merchant in its website, emails or links to its payment facilities. The overall purpose of such use is to market Bux as a payment facility that the Merchant's Customer can utilize.</p> <p><b>User Credentials:</b> A Merchant's enrolled administrator/users in the Bux platform is responsible for his/her user credentials and it is understood that the sharing of password or credentials is strictly prohibited among or between them. This is without prejudice to other remedies that are available to UBX PH as provided in this Agreement or in the Terms and Conditions on the Use of Bux or under applicable laws.</p> <p><b>Settlement of Multi Wallet transactions:</b> A Merchant shall pay all invoices sent for multi wallet transactions not later than seven (7) business days upon receipt of the invoice. UBX PH may suspend and freeze the account if there are no payments collected within 30 days of the receipt of invoice.</p> <p>The Merchant is aware, agrees and accepts that the ownership of intellectual property over the software or platform provided shall remain with UBX PH or its third-party provider.</p> <p>The Merchant has no right to cause any change, revision, updating, modification or adjustment in the software/s' or platform's specifications or settings issued to it.</p> <p>The Merchant is expected to use the software/platform issued to it in accordance with the use that it is intended for. Any damage, corruption, alteration or distortion of the software/platform, which may entail its repair or reinstallation shall be for the account of the Merchant.</p>
---	---

**g. Termination of this Agreement**

The Merchant shall not do on its own or allow unauthorized persons to conduct repairs or system maintenance over the software/platform issued to it for the Bux Platform.

Any repairs or system maintenance shall only be provided by UBX PH to the Merchant.

The Merchant shall only utilize Bux and its services for lawful or legal purposes or for products or services to which it is authorized or licensed to offer, provide or sell.

The Merchant and/or its authorized User/s are strictly prohibited from using Bux to receive payments from unauthorized, illegal, or prohibited items like narcotics or illegal drugs, unauthorized or illegal gambling or gaming, pornography, products infringing on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy, or any other products or services prohibited by rules, regulations or the law. The Merchant agrees that any damage or liability incurred by the Merchant as a result of these activities, including fines, penalties or other related legal expenses, will be for the account of the Merchant.

The prohibition includes possible fraudulent activities or potential breach of the Anti-Money Laundering Laws in compliance with the Anti-Money Laundering Act (RA No. 9160, as amended) and the Data Privacy Law (RA 10173). Upon knowledge or discovery by UBX PH of the Merchant's potential, suspected or actual violation of this provision, UBX PH may, at its sole option or discretion, deny, restrict, suspend or cancel the Merchant's and/or its authorized User/s' access to the Bux platform at any time, temporarily or permanently without prior notice to the Merchant. This is without prejudice to other remedies that are available to UBX PH as provided in this Agreement or in the Terms and Conditions on the Use of Bux or under applicable laws.

**h. Warranties**

A Party may terminate this Agreement based on the following grounds:

a. For any reason whatsoever by providing the

other Party with at least sixty (60) days' notice prior to the effective date of the termination.

- b. For violation of any provision of this Agreement by providing the other Party with at least 15 days' notice prior to the effective date of the termination and citing the ground/s for termination.

In all instances, UBX PH shall deny or block the access of the Merchant and/or its authorized representatives on the effective date of the termination.

The Merchant and UBX PH shall each have at least sixty (60) working days from the date of termination within which to settle any fees due to either of them that were incurred during the effectivity period of this Agreement.

- a. The Merchant warrants that at the signing of this Agreement and during the effectivity hereof, it shall retain its registration, license or permits as an entity that is in good standing and authority to provide or extend the services, products or goods that it offers, sells or advertises. It shall duly notify UBX PH should its registration, license, or permit to operate is suspended, revoked or cancelled or is threatened to be suspended, revoked or cancelled, within three (3) days from knowledge or notice thereof.

- b. Each Party represents and warrants that it is in compliance in all material respects and continues to comply with all applicable Anti-Money Laundering Laws, rules, regulations or issuances, as may be applicable to it.

**i. Confidentiality**

The contents of this Agreement, including its existence, shall be confidential information and shall not be disclosed to any third party without the consent of UBX PH and the Merchant, except that UBX PH and the Merchant may disclose the terms and conditions described in this Agreement to their respective officers, directors, partners, employees,



<p><b>j. Compliance with Laws and Regulations</b></p> <p><b>k. Venue of Actions</b></p> <p><b>l. Limits of Liability</b></p>	<p>attorneys and other advisors, provided that such persons agree to the confidentiality restrictions contained herein. If any party determines that it is required by law to disclose information regarding this Agreement, it shall, at reasonable time before making such disclosure or filing, consult with the other party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be reasonably requested by the other party.</p> <p>Each Party to this Agreement, where applicable, shall comply with the requirements as befitting their roles or functions, to the relevant provisions of the: Anti-Money Laundering Act (RA 9160) and the Data Privacy Law (RA 10173), including their issued implementing rules and regulations and amendments, among others.</p> <p>The venue of any action arising from this Agreement shall be in the proper courts of Pasig City, to the exclusion of all others.</p> <p>a. The Parties to this Agreement shall only be liable for any claims or liability arising from this Agreement only to the extent of the payment they have received or the amount of transaction to which such claims or liability pertains to. This limit shall not apply to the transaction fees or revenue collected due to either or both Parties that remain due and demandable.</p> <p>b. The Merchant shall hold free and harmless, and agrees to indemnify UBX PH, its stockholders, directors, officers, employees, representatives or assigns, from any and all losses, expenses, damages, related legal fees or any liability whatsoever which UBX PH may suffer arising from or related to the use of Bux, including any pertinent suit, claim or action which may be brought against UBX PH, its stockholders, directors, officers, employees, representatives, assigns or its group of</p>
--	--

companies, except if such losses, expenses, damages, related to legal fees or liability resulting from the following acts of UBX PH: (i) failure to comply with the provisions of this Agreement or (ii) gross negligence or intentional misconduct in performing its obligations under this Agreement;

UBX PH's liability in all instances shall be limited to actual damages attributable to UBX PH and shall not include any other type of damages, including consequential damages, even if such damages were foreseeable in consonance with above paragraph "a."

- c. UBX PH shall not be liable or responsible for any loss incurred or damage suffered by the Merchant by reason or as a consequence of the Merchant's participation or any failure or refusal of the Merchant to comply with its obligations under this Agreement, or for fraud or misrepresentation on the part of the Merchant, its officers, employees, representatives, assigns or user/s.
- d. UBX PH shall in no instance be involved with any claim between the Merchant and its Customers. Should there be any claims made by third parties against UBX PH in relation to such claim between the Merchant and its Customers, the Merchant shall fully indemnify UBX PH therefor.
- e. UBX PH shall in no instance be involved with, and the Merchant agrees to hold UBX PH free and harmless from, any claim, losses, damages, costs and/or expenses between the Merchant or any of its Customers in the Bux platform or any regulatory authority relating to any provision of this Agreement. The Merchant likewise hereby expressly indemnifies and holds UBX PH harmless where such claim, loss, damage, cost or expense arose due to the fault or negligence of UBX PH's third

party provider or payment channel partner.

- f. UBX PH shall not be liable for its failure to comply with its obligations due to force majeure including, but not limited to, natural disasters and calamities, pandemics or events or circumstances beyond the control of UBX PH such as typhoons, earthquakes, fires, strikes, government orders, war, rebellion, and electrical, technical, and/or mechanical failure or other similar causes.
- g. The Merchant shall be responsible and shall bear the financial risk of the fraud, error or negligence committed by its officers, employees, authorized representatives or User/s in using Bux. UBX PH shall not be liable for reimbursements, payments, off-sets or deductions for amounts arising from such fraud, error or negligence committed by the Merchant's officers, employees, authorized representatives or User/s or by the Merchant's Customers.
- h. The Merchant expressly acknowledges that Bux is provided "AS IS" on an "IS AVAILABLE" basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). UBX PH disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, updatedness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non- infringement of proprietary rights. Without limiting the foregoing, UBX PH does not warrant that its services, functions contained in or access to the Platform or other content will be timely, uninterrupted or error-free without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer

<p><b>m. Counterparts</b></p>	<p>viruses and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of any content on the Platform in or with any computer will not affect the functionality or performance of the computer.</p> <p>This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates taken together and when delivered to the Parties by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall together constitute one and the same agreement. Any Party may enter into this Agreement by signing any such counterpart transmitted electronically by email or by other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by such electronic means as if the original had been received. Such signatures executed by way of email or other electronic means shall be recognized and construed as secure electronic signatures pursuant to the Electronic Commerce Act (Republic Act 8792) and the Parties accordingly shall deem such signatures to be original signatures for all purposes.</p>
<p><b>Attachments to this Agreement</b></p>	<p>The Annexes to this Agreement may be amended from time to time as per agreement between the Parties. Any revised or amended Annex may be appended to this Agreement as long as the same is signed by both Parties and shall be effective on its indicated effectivity date.</p> <p>Description of Annexes:</p>

	<p><b>Annex A</b> – provides the schedule of fees payable to UBX PH by the Merchant. This Annex shall be updated for any changes in the schedule of fees or revenue sharing scheme.</p> <p><b>Annex B</b> – provides the TAT for resolution of each issue and their escalation and the contact person for both the Merchant and UBX PH. It also provides for the cut-offs or deadlines to be observed in Bux. This Annex shall be updated from time to time.</p>
--	--

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands this **[DATE TODAY]** in the City of Pasig, Metro Manila, Philippines.

**For UBX Philippines Corporation**

Name:	<b>Jaime P. Garchitorena</b>	<b>Irissa D. Yacat</b>
Designation:	Venture Lead	Chief Operations Officer
Date:	_____	_____
Signature:		

**For PROVINCIAL GOVERNMENT OF LEYTE**

Name:	<b>Ruth Y. Surpia</b>	_____
Designation:	OIC, Provl. Treasurer	_____
Date:	_____	_____
Signature:	_____	_____

## Annex A

### A. Fees

UBX PH shall charge the COMPANY transaction fees which will be deducted from the total amount collected from the payment channel, UBX PH shall notify the Merchant each successful paid transaction via API. COMPANY shall also have a Bux dashboard in which they will be able to view all transactions and export a file.

### B. Fee Table

COMPANY shall pay the following transaction fees to UBX PH deducted on the total amount that UBX PH remits:

Channel	Transaction Fee
Over-the-Counter Transactions	Php 20.00*
Mobile Wallets	2% of the value of the transaction + Php10.00
Online Banking Fees	Php15.00*
Buy Now, Pay Later (BNPL)	1.5%**

\*Additional surcharge fees to the Customer of the Merchant applies for online banking and OTC.

\*\*The fees by the UBX's BNPL partner, *BillEase*, that will be charged to your Customers are excluded from this Agreement.

### C. Multi Wallet Fee

COMPANY shall pay the following transaction fees to UBX PH which UBX PH shall send an invoice.

Channel	Transaction Fee
Master Wallet to Sub Wallet	Php 10.00*
Sub Wallet to Master Wallet	Php 10.00*

\*UBX PH shall send an invoice for all transactions of the month on the first week of the next calendar month.

\*\* COMPANY shall settle this to UBX not later than 7 business days upon receipt of the invoice.

### D. Payout

- a. COMPANY shall be provided with a Bux dashboard.
- b. Payout will be initiated via Unionbank fund transfer, Instapay and/or Pesonet directly to the nominated bank account

c. UBX PH shall only allow the remittance of payment on the following bank account:

<b>Details Needed:</b>	
Bank Name	
Bank Branch	
Account Name	
Account Number	

d. The settlement cycle is as follows. All transactions from:

Day of Transaction	Time of Transaction	Payout Period
Saturday, Sunday, Monday	12:01 AM - 11:59 PM	Tuesday-Weds 10 AM - 6 PM
Tuesday	12:01 AM - 11:59 PM	Wednesday-Thurs 10 AM - 6 PM
Wednesday	12:01 AM - 11:59 PM	Thursday-Fri 10 AM - 6 PM
Thursday	12:01 AM - 11:59 PM	Friday-Monday 10 AM - 6 PM
Friday	12:01 AM - 11:59 PM	Monday-Tuesday 10 AM - 6 PM

- Payout will be done via Instapay/Pesonet or Unionbank fund transfer subject to availability of the service
  - Holidays will be credited the next following cut off day
- e. Sweeping will be done directly to the nominated bank account based on the schedules above automatically via Instapay/Pesonet.
- f. For the multi wallet service, both sub wallet and master wallet have the option to trigger payouts manually.
- g. There are no charges for the payout via Instapay/Pesonet and Unionbank fund transfer
- h. If a client has a Unionbank account. UBX PH can perform a sweeping schedule and all funds will automatically be transferred to the settlement account of the Merchant.
- i. UBX PH shall not be liable in the event that Instapay/Pesonet transactions or Unionbank fund transfer encounters issues and delays.
- j. Remittance of funds for the 711 channel will be T+1-7.

**E. Taxes**

All transaction fees are vat inclusive.

## Annex B

The turn-around-time for support for the resolution of concerns or issues Bux are as follows:

Issue	TAT
Technical Inquiries	1-4 hours
Payment and Finance Related Inquiries	
General Support Related Inquiries	

Support to the Merchant shall be provided by UBX PH from Monday to Friday, excluding holidays, from 8:30 o'clock in the morning until 6:00 o'clock in the afternoon.

UBX PH will provide access to the Merchant's dashboard for authorized Users to the log

For reference, below are the contact details for UBX PH Support:

Name	Unit	Email Address
Shawn Calda	IT	shawn@ubx.ph
Juan Franco Espinos	SPOC	franco @ubx.ph
Wann Winloyd Pauyon	Support	win@ubx.ph
Johnna Ramos	Finance	johnna@ubx.ph

For reference, please provide the contact details for the Merchant:

Name	Unit	Email Address
	IT	
	SPOC	
	Support	
	Finance	