

Service Jurisdiction Addendum – Philippines

1. Applicability

- 1.1 This Service Jurisdiction Addendum applies to the Electronic Services provided by the following Bank to you from time to time:

Name of Bank: Bank of China (Hong Kong) Limited – Manila Branch
Address of registered office or principal place of business: 28/F, The Finance Centre, 26th Street Corner 9th Avenue, Bonifacio Global City, Taguig City

- 1.2 In this Service Jurisdiction Addendum:

"**BSP**" means Bangko Sentral ng Pilipinas or the Philippine Central Bank;

"**Commencement Date**" means the date when the Bank approves the application;

"**EToken**" means a numeric code which is generated randomly by an EToken device, and used as an additional security and authentication feature during the actual access process;

"**Password**" means an alpha-numeric code, which is case-sensitive, that will be provided by the Bank upon successful registration, and you or the Customer is compelled to change it on his/her first iGTB NET logon;

"**Personal Information**" means any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;

"**Philippine**" or "**Philippines**" means the Republic of the Philippines;

"**Philippine Data Privacy Laws**" means Republic Act No. 10173 or the Philippine Data Privacy Act of 2012, its implementing rules and regulations, and all advisories, circulars, opinions and other issuances made by the National Privacy Commission;

"**Regulatory Requirements**" mean any and all of the following which you or the Bank is subject to:

- (a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order having the force of law (including any rule of civil law, common law or equity), or any embargo or sanction regime; and
- (b) any guideline, code, policy, procedure, direction, request, condition or restriction issued by any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, or industry or self-regulatory body; and

"**User Name**" means the name assigned to you upon successful registration to the iGTB NET and should be used to access the iGTB NET in conjunction with the Password and EToken.

2. Order of Precedence

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over these Terms.

3. Language

The English version of these Terms and the iGTB Services Terms is the governing version. The Chinese version is for reference only. If there is any inconsistency between the English and any other version, the English version shall prevail for all purposes.

4. Amendments to these Terms

4.1 Clause 4.9(c) of these Terms be amended to read as follows:

"Information and messages (including any pricing, interest rate, exchange rate or other quotation) made available to you on or through the Electronic Services are for your reference only and shall not be binding on the Bank unless mutually agreed upon and confirmed by you and the Bank to that effect."

4.2 The following clause is inserted as a new Clause 4.11(f) in these Terms:

"You irrevocably consent and agree to provide to the Bank the information concerning you or this document:

- (a) In connection with, insofar as necessary for, the proposed sale of the Bank, or a substantial part of the Bank's undertaking, to any person who is an assignee or potential assignee or beneficiary or potential beneficiary of; or a participant in or potential participant in, our rights under this document;
- (b) To the extent required or permitted by the Regulatory Requirements, including but not limited to Philippine Data Privacy Laws; or
- (c) If the Bank is under a public duty that requires the Bank under the law to disclose the information."

4.3 The following clause is inserted as a new Clause 4.16 in these Terms:

"You understand that the Bank is covered by, among others, (a) the provisions of Republic Act No. 9160, as amended by Republic Act No. 9194, together with the Revised Rules and Regulations Implementing Republic Act No. 9160 dated August 6, 2003, BSP Circular Nos. 251, 253 and 279, and other related regulations, circulars, issuances including those pertinent Anti-Money Laundering Council or BSP Memoranda circularizing United Nations resolutions blocking transactions with certain persons or entities, as these may be issued or amended from time to time (the "**Anti-Money Laundering Laws of the Philippines**"); and (b) the rules and regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury or other relevant jurisdictions enforcing economic and trade sanctions to be observed by the United States Banks including the list of Specially Designated Nationals and Blocked Persons ("**SDN**"), as the same may be amended from time to time (the "**OFAC Regulations**"). In this regard, your application and requests in relation to the Electronic Services provided to you by the Bank are conditional on, among others, compliance by the Bank with all the pertinent provisions of the Anti-Money Laundering Laws of the Philippines and the OFAC Regulations.

The Bank may likewise withhold, cancel, disallow, or refuse any service in connection with your application and requests, should you or any counterparties be made subject to the Anti-Money Laundering Laws of the Philippines, the OFAC Regulations, or the SDN list. You hold the Bank free and harmless and fully indemnified from any liability whatsoever for its withholding, cancellation, disallowance or refusal to approve, process or execute your application or request, even though the application or request may have been initially accepted or approved by the Bank, due to the provisions of the Anti-Money Laundering Laws of the Philippines, the OFAC Regulations and the SDN list or any such similar law or regulation applicable to the Bank.

The Bank also reserves the right to request and obtain additional information from you from time to time to enable it to perform and/or complete the transaction in relation to the Electronic Services provided to you by the Bank."

4.4 The following clause is inserted as a new Clause 4.17(a) in these Terms:

"The iGTB NET will enable you to access facilities, accounts and products offered by the Bank, and that such facilities, accounts or products will be governed by separate terms and conditions.

Further, iGTB NET services and functions may be added from time to time by the Bank and the Bank reserves the right to modify, replace or withdraw any service and/or function at any time for any reason whatsoever, without prior notice to you. You are aware that the rendering of the iGTB NET service is subject to various acts and other legislation, and you undertake to comply with all applicable legislation at all times. The Bank may vary these terms and conditions by giving reasonable notice of such amendments to you, by sending a notification of amendment via post, email or posting on the website."

4.5 The following clause is inserted as a new Clause 4.17(b) in these Terms:

"Should you obtain access to iGTB NET via the internet, you must register with an internet service provider before the Commencement Date. You will be solely responsible for the acquisition, installation and maintenance of the connection to the internet and any related costs or expenses will be shouldered by you. Should the internet software and hardware requirements be modified with a view to improving the internet and/or the iGTB NET, the consequential costs of any hardware, software or internet connection required for the use of the system will be for your own account. In the event that you experience problems with the internet and the internet connection, it is your sole responsibility to coordinate with the internet service provider. All information on the Bank's website is only intended to provide you with general information about the Bank, its products and services, and the Bank will not be liable for information which is not accurate or up to date."

4.6 The following clause is inserted as a new Clause 4.17(c) in these Terms:

"The iGTB NET will be available at all times, subject to the availability of the iGTB NET connection and to any periods required for necessary maintenance of the iGTB NET or the Account. You authorize the Bank to carry out any and all instructions given via the iGTB NET, including the debiting of and transfer of funds from the Account and the furnishing of information on the Account, provided that the instructions are authenticated by the of the Password, EToken and User Name.

You accept the financial limits imposed on transfer of funds, which limits may be altered at any time as agreed upon between you and the Bank. The provision of the iGTB NET will not entitle you to overdraw the Account if borrowing arrangements have not been made with the Bank, or to overdraw in excess of any borrowing limit agreed by the Bank. You may not use the iGTB NET to collect debts of any nature from other parties. If you use the iGTB NET as a debt collecting mechanism, the Bank is entitled, at its discretion, to immediately terminate your access to the iGTB NET.

If any transaction fails, including as a result of insufficient funds being available in the account or of a third-party account having been closed, the Bank shall not be held liable. Furthermore, any payment instructions cannot be revoked once you have sent out the instruction."

4.7 The following clause is inserted as a new Clause 4.17(d) in these Terms:

"You must keep your Password, EToken and User Name secret. You must not disclose the same, thereby giving access to any unauthorized person. You must take all reasonable precautions to prevent unauthorized use of the iGTB NET and unauthorized access to the Account. If you become aware that the Password, EToken or User Name has been lost, forgotten or may have fallen in to the hands of an unauthorized person, you must immediately notify the Bank and immediately change the same. You must provide the correct account number, branch clearing code or SWIFT code, where required, of all beneficiaries when instructing the Bank to make payments, pay accounts and to transfer funds to such beneficiaries. The Bank does not, at any stage, verify an account number, branch clearing code or SWIFT code against the name of a beneficiary.

If any unauthorized person obtains the Password, EToken or User Name in any manner whatsoever, such a person will be regarded as your duly authorized agent with full authority to use the iGTB NET on your behalf, unless you are able to prove that the person has obtained

the Password, EToken or User Name due to the Bank's negligence or do to internal fraud in the Bank."

4.8 The following clause is inserted as a new Clause 4.17(e) in these Terms:

"The use of the iGTB NET and the Account is at your own risk. The Bank will not be responsible for any damage, loss or consequential damage which you may suffer as a result of:

- (a) any malfunction or defect in the hardware used by you (which includes the personal computer);
- (b) any defect in the software used by you to gain access to the iGTB NET;
- (c) any act or omission by the internet service provider or any defect in the iGTB NET or any other medium by which access is gained to the system;
- (d) the iGTB NET being offline or unavailable;
- (e) any industrial action;
- (f) any other circumstances not reasonably within the Bank's control;
- (g) erroneous, unauthorized, incomplete or unlawful instructions from you;
- (h) unlawful or unauthorized access by another person(s); or
- (i) incorrect or late execution or non-payment of any instruction given by you."

4.9 The following clause is inserted as a new Clause 4.17(f) in these Terms:

"The Bank cannot confirm that any instruction sent by telephone, fax, email and/or other electronic system has indeed been sent by you; and that the Bank will not be responsible for the risk of the electronic facilities being fraudulently abused by unauthorized persons. The Bank cannot be held responsible for the confidentiality of information contained in documents that are sent to the selected fax number or email address, or for documents that do reach the selected fax number or email address. Information transmitted through any electronic communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring; and that you use any electronic communication system at your own risk."

4.10 The following clause is inserted as a new Clause 29 in these Terms:

"29. Miscellaneous

- 29.1 In no event shall the Bank be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of the Bank's responsibilities regarding its services which is caused or occasioned by any act or thing beyond the Bank's control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, storm or other adverse weather conditions or catastrophe, inability to obtain or delay in obtaining wire services or internet access and refusal or delay by any internet service, service provider or another bank or financial institution.
- 29.2 The Bank, as authorised by the BSP, may offer additional or other services related to the Electronic Services from time to time. Such services, whenever added, shall be subject to any particular separate service agreement, these Terms, and this Service Jurisdiction Addendum.

- 29.3 As of the date of this Service Jurisdiction Addendum and each date that you request or receive services, neither (a) your agreement to the terms of this Addendum, whether agreed to by you now or in the future nor (b) your obtaining of the services will constitute an event of default under any agreement, including but not limited to any loan agreement, that you have with the Bank or any other party."

5. Product Specific Terms and Conditions

The following clause is inserted as a new Clause 28 in these Terms:

"28. Remittance

- 28.1 Refunds of telegraphic transfers will be made only after the Bank receives confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. In other cases, the original order/draft must be surrendered to the Bank. Refunds are made subject to payment of the Bank's charges and expenses. Refunds will be made only in United States Dollars (USD). Foreign currency funds will be converted to USD at the Bank's buying rate for that foreign currency at the time of refund. If there is no market in the Philippines for such currency, the Bank is not obligated to refund.
- 28.2 Any replacement or refund of a list, stolen or destroyed order draft is made subject to the remitter providing the Bank with an acceptable letter of indemnity and complying with any other requirement of the Bank. The Bank reserves the right to refund instead of replacing the order or draft.
- 28.3 Neither the Bank nor its branches, correspondents or agents shall be liable for any damage or loss caused by any act, decree, order of any government or governmental agency or as a result or in consequence of any other causes whatsoever which beyond the control of the Bank or its branches, correspondents or agents.
- 28.4 Telegraphic transfers are sent by wire, cable or telex or through any other channels, coded as required, entirely at applicant's own risk. Neither the Bank nor any of its branches, correspondents and agents shall be liable for any consequence which may arise by interruption, omission, error, misinterpretation, mutilation, loss or delay in the transmission. The Bank should be given the right to seek confirmation from the remitting bank if the payment instruction is not in order.
- 28.5 You shall immediately notify the branch in writing where you are made aware of any non-receipt of funds by the beneficiary.
- 28.6 All charges outside the Philippines are to borne by the beneficiary unless instructions to the contrary are given."