



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 9/6/23 TIME: 1:32
BACOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

COMMITTEE REPORT NO. ICT-011-S-2023

COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

Subject: REQUEST FOR APPROVAL OF RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND G-EXCHANGE, INC. (GXI) FOR THE IMPLEMENTATION OF THE BILLS PAYMENT AGREEMENT THAT WILL ALLOW THE ACCEPTANCE AND COLLECTION OF PAYMENTS FROM GCASH REGISTERED CLIENTS. - PCR-307-2023 dated May 22,, 2023.

Referred to this Committee is the above-subject matter for appropriate action and recommendation.

Pursuant to Republic Act No. 8792 known as the "Electronic Commerce Act of 2000", the National Government encourages the digitalization of all government's systems and aims to facilitate commercial and non-commercial electronic transactions.

The objective of the Memorandum of Agreement (MOA) sought to be signed by the City Mayor for and on behalf of the City Government of Bacoor is in line with the present thrust of the city government to put into action the e-governance system.

In giving due course, the Committee during its hearing attended by representatives from the Office of the City Treasurer, Office of the City Legal Service, Management Information Service and GXI have established and clarified the following issues and important features:

1. The G-Cash application on payment transactions is more convenient and a much preferred use by the public clients.
2. G-Exchange, Inc. will provide a temporary wallet where payment transactions for the City Government of Bacoor will be credited.
3. Payments made by the public clients to the city government will immediately reflect and appear on the day after the date of transactions, except the settlement transactions made on weekend or holiday which will appear on the next banking day.
4. Payments made will be directly credited to the wallet of the city government.



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5. No Cost to the City Government of Bacoor.

OTHER FINDINGS/INFORMATION:

1. Some of the provisions in the draft of the Memorandum of Agreement needs to be revised particularly on the technical aspect concerning the issuance of official receipt, billing notifications, payment and settlement transaction reporting, sharing of data and information and the possible integration to the GXI application of the "Bacoor One Stop Shop (BOSS)".
2. There is an existing City Resolution No. CR 2021-340, Series of 2021, entitled **"A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. LANI MERCADO-REVILLA, TO NEGOTIATE AND ENTER INTO A MUTUAL CONFIDENTIAL AND NON-DISCLOSURE AGREEMENT WITH GCASH/G-XCHANGE INC. FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR."** which was approved by the Sangguniang Panlungsod on May 3, 2021.
3. **"Article 9 - No Obligation to Contract"** of the proposed Agreement with GXI provides that the agreement does not constitute a proposal or offer for any specific business whatsoever between the parties.
4. The previous draft of Mutual Confidential and Non-Disclosure Agreement with GCash/G-XChange Inc. subject of City Resolution No. CR 2021-340, Series of 2021 has not been signed, implemented and no way to be treated a continuance to the present negotiation with GXI.
5. GCASH is internationally-acclaimed micropayment service that transforms the mobile phone into a virtual wallet for secure, fast and convenient money transfer.
6. GCASH is in collaboration with **Commerce International Merchant Bankers Berhad (CIMB Bank)** and the country's first-ever bank account that can be opened and maintained straight from the GCash app.

RECOMMENDATION:

In view of the foregoing, and considering that the final draft of the MOA has not been submitted which is under review/revision by the Office of the City Treasurer, Office of the City Legal Services and Management Information Service, the Honorable Members of the Committee hereby recommend **TO TEMPORARY ARCHIVE** the request for City Resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement between the City Government of Bacoor and G-Exchange, Inc.



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GCash registered clients subject to the provisions of the MOA, accounting and auditing rules and regulations.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this day of July 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

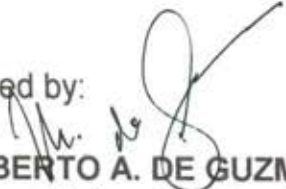

HON. COUN. ROGELIO M. NOLASCO
Chairman


HON. COUN. ALEJANDRO F. GUTIERREZ
Vice Chairman


HON. COUN. ADRIELITO G. GAWARAN
Member


HON. COUN. REYNALDO D. PALABRICA
Member

Prepared by:


ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I



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BACOOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Information and Communication Technology

COMMITTEE HEARING MINUTES

NO. ICT-011-S-2023

Subject: *RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND G-XCHANGE INC. (GXI) FOR THE IMPLEMENTATION OF THE BILLS PAYMENT AGREEMENT THAT WILL ALLOW THE ACCEPTANCE AND COLLECTION OF PAYMENTS FROM GCASH REGISTERED CLIENTS. – PCR-307-2023 dated May 22, 2023.*

Present:

Committee on Information and Communication Technology

Hon. Coun. Rogelio M. Nolasco	-	Chairman
Hon. Coun. Alejandro Gutierrez	-	Vice Chairman
Hon. Coun. Reynaldo Palabrica	-	Member
Hon. Coun. Adrielito Gawaran	-	Member

5th Sangguniang Panlungsod Members

Hon. Coun. Levy Tela	-	Member
Hon. Coun. Simplicio Dominguez	-	Member

Resource Persons:

Atty. Marius D. Sumira	-	Office of City Legal Services
Ms. Rona Grace Torrijos	-	Office of City Treasurer
Ms. Rosemarie Abarquez	-	GXI (G-XCHANGE INC.)
Mr. Lodgene Asuncion	-	Management Information System

Hon. Coun. Nolasco: States the "Resolution authorizing the City Mayor to sign the Memorandum of Agreement between the City Government of Bacoor and G-Xchange Inc. (GXI) for the implementation of the bills payment agreement that will allow the acceptance and collection of payments from Gcash registered clients."



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Hon. Coun. Rogelio M. Nolasco: "Bago po natin ipagpatuloy ang pagding, ipinapakilala ko po ang aking mga kasama: Hon. Coun. Alejandro Gutierrez, Hon. Coun. Adrielito Gawaran, Hon. Coun. Reynaldo Palabrica, Hon. Coun. Levy Tela, Hon. Coun. Simplicio Dominguez and for the record purposes your name and Position for the Resource Persons."

Hon. Coun Nolasco: "Actually, may letter po kayo address to Sangguniang Panlungsod thru our Vice Mayor regarding request to enter and to sign GXI agreement. Tanong ko lang po Mam ano po ba ang pinaka Scope of Works nyo doon sa offer letter nyo, pwede po bang paki explain?"

Ms. Rosemarie Abarquez: "Okey, If we are talking about the letter na ipinadala namin sa inyo regarding Memorandum of Agreement, I think we are proposing the Liga ng Bacoor is for you to be on boarded doon sa Gcash applications namin or GXI so meaning you will be one of the dealers inside the Apps. So that your citizens or constituents will start paying whatever you want to collect from them like Real Property Tax, Business Tax or something doon po sa loob ng Apps for convenience po to the cashier kahit po sa city proper doon sa loob ng inyong opisina pwedeng magbayad ng kanilang mga arrears yun po ang pinaka offer namin sa inyo. Awareness on Financial literacy training also on Apps and can start paying tax using digital payment environment. Baka po naandyan na yung challenge natin kahit po naandoon na sila sa loob ng apps so that we are aware on all challenges. Yun pong isang letter na i sinend namin sa inyo ay tungkol po sa Palengke QR, you might already know na mayroong programa si BSP and DILG regarding **Palengke QR Program** wherein po we onboard yung pong Public Market Vendors at Tricycle Drivers for Toda sa Gcash Apps so that they can start receiving Gcash and payment for goods na ibinabayad po sa palengke or doon po sa ibinibigay sa kanila yun po iyon. But they are separate offer doon sa apps to join kasi mayroon kaming programa to be awarded by LGU fully different in terms of the palengke."

Hon. Coun. Nolasco: "Okey po Mam, sa ating Treasury, ano po ang masasabi nyo dito?"

Ms. Rona Grace Torrijos: "Sa ngayon po kasi since may online payments using Land Bank Apps pero marami po talagang nag iinquire sa amin using Gcash payment po kasi mas convenient para sa kanila. Pero sa ngayon po, Gcash payment thru BIR is suspended due to failure of Gcash for posting of Payment to BIR. Kasi ako nagbabayad ako ng BIR using Gcash. Yun po bang ganoong issues eh pwedeng mangyari sa amin?"



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Ms. Rosemarie Abarquez: "I think it's a separate issues naman po regarding the BIR. I think it's a special concern naman po yung sa BIR. But totally different naman po sa atin kasi hindi lang naman po iyon ang ini input sa apps minsan lahat ng payments sa LGU's lahat ng collections like yung fees, cedula, business permits."

Ms. Rona Grace Torrijos: "Magkano po ba ang convenience fee sa Gcash?"

Ms. Rosemarie Abarquez: "Bali 10 Pesos po. Binabaan po namin ang charge but this not to the LGU's this is for the consumer or constituents. Totally at no cost to the LGU's, to be onboard, totally free of charge for the purpose of financial institution."

Ms. Rona Grace Torrijos: "Mam tanong ko lang din po, meron din po bang list of report katulad ng sa Land Bank doon sa mga pumapasok para po nakikita namin ang mga pumapasok as reference namin doon sa mga nagbabayad? "

Ms. Rosemarie Abarquez: "Okey, yung dito po na nasa apps ang reporting po namin ay dalawa. Transaction report at yung settlement thru your Land Bank and at the next day kahit na po weekend yan. The next day you will receive all the transaction for that day. Pero yung settlement of course will be on the next banking day which is similar naman po. We will send thru email, kayo po ang magsasabi kung kanino po namin ipapadala."

Ms. Rosemarie Abarquez: "All the documents po ay already forwarded to Atty. Marius and I think just this morning may mga changes. Kasi nakalagay doon ay 20 we change it to 10 yun po, the sooner na we clear out po iyon that's why we are doing it right now, and the rest the on boarding process po madali na siya. Mabilis siya kasi hindi na po kailangan ang integration po dito kasi meron na po siya at I activate na lang po siya doon sa app namin at bibigyan na lang po kayo ng transient wallet kung saan po doon ipapasok ang mga collection. Just easy to do it, to activate at kailangan po nating I identify kung ano ano po yung gusto ninyo, sample po yung deed of registry yung mga sample na binabayaran yun po ang kailangan nating ma decide kung ano ano ang mga gagamitin. Thank you po."

Mr. Lodgene Asuncion: "Sir, yung previously mukhang may background na tayo kay Mayor Lani meron na tayong MOA sa Gcash?"

Atty Marius D. Sumira: "Yes po Sir Lodgene."



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Mr. Lodgene Asuncion: "Kung magkakaroon pa tayo ng separate MOA for this mas maganda siguro na dagdagan na lang yung MOA natin previously total hindi pa naman nai papasa to sign the agreement within Gcash in executive order baka siguro yung other services like other features na ilalagay sa Gcash sa ating mga fees under the City Government ay pwedeng idagdag sa MOA natin kasi once na na sign na iyon kasi yung first MOA for signature narin."

Atty. Marius D. Sumira: "I think hindi po nag proceed yung discussion po noon. Kasi doon sa fees kabilang na rin si Gcash doon."

Mr. Lodgene Asuncion: "Kasi sa Gcash, doon sa coastal line natin parang nagiging familiar narin si tax payer kasi ah ganito pala ang provider kung hindi niya mabubuksan yung link mismo hindi niya makikita at hindi siya ma accept for gcash payment kaya kung magkakaroon tayo ng separate BPLI with Gcash mas maganda and then yung report hindi kayang i level sa Land Bank. Kasi si Land Bank ang magrereport sa atin kung may settlement sila for Gcash Transactions."

Ms. Rosemarie Abarquez: "Yung eBiz portal like Gcash papasok sa kanila one to 3 days ang pasok sa settlement. Sa other banks mag ke credit after 3 days or minsan mas mahaba po, yung same bank ang same day lang po. Mas marami tayong tax payer na medyo hirap sumunod doon sa prosesso. Unlike ang Gcash mas gamay na po nila."

Hon. Coun. Adrielito Gawaran: "Sir, tanong ko lang po, yung sa Gcash po yung payment ng billing may bagong transaction ako sa City Government halimbawa magbabayad ako sa Treasury or sa Assessors Office yun ba ibig mong sabihin ay katulad lang din Meralco Bill, Nawasa Bill na ganoon din ba? at sa interest ng gobyerno?"

Ms. Rosemarie Abarquez: "Definitely po, kung sanay po kayo sa App ganon din po kung sanay kayo sa Meralco and then lalabas po sa inyong screen you will enter po yung pangalan nyo and then you will choose po kung ano po ang gusto nyong bayaran at lalabas po ang reference number."

Hon. Coun. Adrielito Gawaran: "So, Ibig mong sabihin mas advantageous sa ginagamit dito sa City Government? Ano ang disadvantages?"

Ms. Rosemarie Abarquez: "First, this is the fastest way. We take advantage po for the 81 Million po using the Apps already. Hindi naman po siya



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disadvantage kasi ganito rin po yung ginagamit ng dati which is reporting so you get the online transaction the next day."

Hon. Coun. Adrielito Gawaran: "So friendly user pala yung ginagamit nyo dito sa City of Bacoor tama po ba?"

Ms. Rosemarie Abarquez: "Very friendly po kung sanay na sanay po kayo sa bill ng Meralco pareho sila. What we can do pwedeng isang account lang I breakdown sa dealer or pwedeng iba ibang account, tulad ng Bacoor traffic management, LCR or Bacoor Civil Registry pwede po iyon. Kung ano po gusto nyo."

Hon. Coun. Palabrica: "Mr. Chairman, Tanong ko lang, all government payments require Official Receipt. Halimbawa nagbayad ako ng amilyar wala akong cash kung i Gcash ko paano ang receipt noon?"

Ms. Rosemarie Abarquez: "Yung resibo po noon ma iissue po naming once na pumasok na sa settlement namin, so ang mangyayari po noon sa receiver mag eemail po kami ng soft copy at yun po ang available sa amin. Pwede pong balikan sa amin anytime, may notifications po kami on the same day. Yun po ang practice namin as per policy the next day we are issuing OR."

Hon. Coun. Palabrica: "Notifications is not considered as official receipt in City Government. Kailangan namin ay yung Official Receipt."

Hon. Coun. Palabrica: "My next concern Mr. Chairman is yung concern ni Mr. Lodgene kasi may existing tayo kung may kinakailangan tayong i harmonize dito. May question ako sa City Legal Representative, ano ang status ng sinasabi ni Mr. Lodgene na Memorandum of Agreement with Gcash?"

Atty. Marius D. Sumira: "Two months ago or hindi lang po two months, mga start ng taong ito ka meeting po kasi namin sila noon na isasabay sa SBR Card."

Hon. Coun. Palabrica: "So, meaning yung agreement was not sign by the Mayor? So walang meaning yung agreement na iyon. Ang concern ko lang kung may agreement ngayon tapos may papasukan tayong bagong agreement with the same company or entity we have to see the provision of both agreements. So yung agreement being proposed are you sure na hindi tayo magkaka problema doon. Have you already read this new agreement for this particular proposal?"



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Atty. Marius D. Sumira: "May mga changes po kami na ni request sa kanila. More on proforma and court value. And in case of failure in system and there is payment done."

Hon. Coun Palabrica: "In case of failure what are the alternative, remedy or measure to be included in MOA?"

Hon. Coun. Palabrica: "If ever na mayroong proposed measure pwede ba nating i add sa MOA?"

Ms. Rosemarie Abarquez: "Yes po, understandable naman po."

Hon. Coun. Nolasco: "Any other opinion or suggestion po."

Hon. Coun. Palabrica: "Mr. Chairman for the record siguro, until ma resolve, siguro yung 2 offices, I think our Legal Office and Gcash Legal Office should meet and perfectly craft the proposed agreement before we approved the authority to sign para walang pressure sa atin i perfect po natin."

Hon. Coun. Nolasco: "Thank you konsi, sa ating MIS meron po ba kayong suggestion?"

Mr. Lodgene Asuncion: "Konsi itong agreement with Gcash ay incorporated with our previous one is not limited to application of Gcash. The City Government of Bacoor ay mayoon tayong mga constituents na kailangan nating i share na mayroon tayong eBzz application, Land Bank at mayroon tayong Gcash application facilities. If our constituents want to pay taxes using Gcash at hindi alam ng tax payer kung magkano ang babayaran niya. Kaya kailangang may sharing of accounts between City Government and Gcash to identify the SOA, Gcash must have separate application. Para hindi mahirapan ang Treasurer para hanapin ang account na yun kung sino yung nagbayad ng tax. Kaya kailangan magkaroon ng integration between City Government at Gcash."

Hon. Coun Palabrica: "Kung magagawa yun its very good, para ma identifies yung payment sa accounting system at para sigurado din ang taxpayer kung ano yung binayaran nya."



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Ms. Rona Grace Torrijos: "Yun nga po Sir, kasi po thru **BOSS Portal** po namin mayroon statement of account nakalagay po doon yung reference na naka date kung ano ang pumasok sa aming account. Naa identify agad namin kapag pumasok kami sa system nakalabas po siya alam na namin ang aming account."

Ms. Rosemarie Abarquez: "Like I mentioned ho kanina Konsehal, in base state it's just activation through application. May mga statement of account like Meralco."

Hon. Coun. Palabrica: "Kaya lang ilalagay mo lang doon yung amount kung ano yung binayaran mo. In case of payments to the City wala naman tayong pinapadalang papel. Meron man tayong pinapadala pero pumupunta pa sila dito thru portal." So, kung tama si Mr. Asuncion kung ang purpose nga electronic payment thru Gcash for the convenience para hindi na sila pumunta dito kailangan talagang I integrate sa BOSS Account natin."

Hon. Coun. Palabrica: "Kaya nga kailangan talagang magkaroon kayo ng meeting uli para maayos nyo legally, technically at lahat ng aspects pertaining to this proposal. Pag usapan nyong mabuti. Rest assures that the authority to sign the agreement by the Sangguniang Panlungsod provided that maisaayos lahat ng issues. At isa pa Chairman ang ating agreement ay hindi lang exclusive sa Gcash ang mode of payment kundi sa lahat naman ang mode of payment."

Ms. Rosemarie Abarquez: "Yun po ang kagandahan sa aming service options. Para po sa lahat ng options convenient para po sa lahat ng inyong constituents."

Hon. Coun. Palabrica: "Kailangang magkaroon kayo ng forum with Treasury, Legal Services, MIS and Gcash Legal Dept. para po mabuo ninyo. Thank you, Mr. Chairman."

Hon. Coun. Nolasco: "Thank you Konsi Palabrica, bago po natin aprubahan yan ay tama po ang sinabi ni Konsi Palabrica upang maisayos nating mabuti bago po namin i Committee Meeting. Thank you po sa inyong presence."

Hon. Coun. Gawaran: "Mr. Chairman, since no other matters to tackle, I move for the adjournment of this hearing."



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All Committee Members seconded.

The Hearing adjourned at 2:59 P.M.

Prepared By:

EDGARDO B. NOLASCO
CLERK

Attested By:

COUN. ROGELIO M. NOLASCO
Chairman



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Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Mayor

16 May 2023

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite



THRU: **Atty. Khalid Atega, Jr.**
Sangguniang Panlungsod Secretary

SUBJECT: **Request for Authority to Enter Into and Sign the Memorandum of Agreement with GXI**

Dear Hon. Bautista-Mendiola:

Pursuant to the Charter of the City of Bacoor, as embodied under Republic Act No. 10160, the City Mayor, for efficient, effective and economical governance, the purpose of which is the general welfare, of the City and its inhabitants, shall ensure the delivery of basic services and the provision of adequate facilities. G-Xchange, Inc. (GXI), a licensed remittance agent and E-Money Issuer duly registered with the Bangko Sentral ng Pilipinas. GXI has invited the City Government of Bacoor to enter into a Bills Payment Agreement that will allow GXI to accept and collect payments from its clients who are registered to GCash.

Attached herewith, for your reference, are the following documents (1) the letter from GCash, entitled "PalengQR Awards Formal Invitation"; (2) the draft Implementing Agreement between the City Government of Bacoor and GXI; (3) KYC Form for Authorized Signatories; (4) Biller Merchant Application Form; (5) Request Settlement Form; (6) Template Branch Request Form, and (7) GXI Non-disclosure Agreement.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the various documents above-mentioned to finalize the Bills Payment Agreement between the City Government of Bacoor and GCash.

Respectfully yours,


STRIKE B. REVILLA
City Mayor



**STRIKE
AS**

Address: Bacoor Government Center, Bacoor Blvd. Brgy. Bayanan City of Bacoor, Cavite
Hotline: 434-1111 Website: www.bacoor.gov.ph





TO : City of Bacoor; Local Government Unit
FROM : GCash Local Government Unit Team
DATE : May, 2023
SUBJECT : PalengQR Awards Formal Invitation

Dear Local Government Unit Partner,

We are pleased to invite the **City of Bacoor** to join the Palengke Digital Excellence Awards, an initiative that recognizes the efforts of local government units and public markets in promoting digital empowerment and driving digital impact.

We believe that your Local Government Unit's commitment to promoting digital empowerment and enhancing digital service diversity deserves recognition. As such, we are inviting you to participate in the following awards:

- **Local Government Unit Excellence in Digital Empowerment**
- **Local Government Unit Excellence in Driving Digital Impact**
- **Palengke Excellence in Driving Digital Impact**
- **Palengke Excellence in Digital Adoption**

These awards aim to showcase the best digital initiatives of Local Government Unit and public markets, and to highlight the impact that these initiatives have on their communities.

By joining the awards, your Local Government Unit will have the opportunity to showcase its digital initiatives to a wider audience and gain recognition for its efforts in promoting digital empowerment. It is also an opportunity to learn from other Local Government Unit and public markets and to be part of a community of organizations that share a commitment to leveraging technology for the betterment of their communities.

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Local Government Unit Excellence in Digital Empowerment

This award recognizes Local Government Unit that have enabled the market to accept digital payments, thus supporting the Bangko Sentral ng Pilipinas' goal of growing digital transactions. This award will be given to the Local Government Unit with the most number of onboarded merchants, categorized into Tier 1 (500 - 1000), Tier 2 (1001 - 1500), and Tier 3 (1501 and up) based on the highest percentage of onboarded merchants

Qualifiers for this award include:

- Local Government Units with an ordinance mandating/incentivizing merchants to accept QR payment
- Local Government Units that have signed up for the GCash program by June 2023
- Local Government Units that have allowed GCash to onboard public market to QR Acceptance
- Local Government Units must have onboarded ALL city-owned markets to QR Acceptance
- Public markets must have onboarded at least 50% of their public market merchants to accept QR payment
- Local Government Units that have organized Financial Literacy sessions
- Local Government Units that have GCash Merchant Ambassadors

Local Government Unit Excellence in Driving Digital Impact

This award is given to the local government unit that has effectively encouraged partners to actively utilize the benefits of having a GCash account, with the highest active rate by October 2023. This award is open to Local Government Units in different market categories, including Tier 1 with 500 - 1,000 merchants, Tier 2 with 1,001 to 1,500 merchants, and Tier 3 with 1,501 and up merchants.

The measurement for this award will cover the period from Q1 2023 to October 2023, and will be based on the percentage of active merchants versus onboarded merchants for the month of October. It is important to note that the active merchant will be averaged from July to October to avoid any surge.

Qualifiers for this award include:

- Local Government Units with an ordinance mandating/incentivizing

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merchants to accept QR payment

- Local Government Units that have signed up for the GCash program by June 2023
- Local Government Units that have allowed GCash to onboard public market to QR Acceptance
- Local Government Units must have onboarded ALL city-owned markets to QR Acceptance
- Public markets must have onboarded at least 50% of their public market merchants to accept QR payment
- Local Government Unit must have organized Financial Literacy sessions
- Local Government Unit must have GCash Merchant Ambassadors
- Local Government Unit who meets the 50% public market merchant activity rate from incoming transaction (at least receiving 1x per month)

Palengke Excellence in Driving Digital Impact

The Palengke Excellence in Driving Digital Impact award recognizes the public markets that have successfully encouraged their merchants to actively utilize the benefits of having a GCash account, resulting in a high active rate by October 2023. The award will be given in three market categories, namely Tier 1 (100 – 400 merchants), Tier 2 (401 – 800 merchants), and Tier 3 (801 and up) merchants

The measurement for this award will cover the period from Q1 2023 to October 2023, and the percentage of active merchants versus onboarded merchants for the month of October will be taken into account. To avoid any surge, the active merchant rate will be averaged from July to October.

Qualifiers for this award include:

- Public markets must have onboarded at least 50% of their public market merchants to accept QR payment
- Public Market must have organized Financial Literacy sessions
- Public Market must have GCash Merchant Ambassadors
- Public Market must meet the 50% public market merchant activity rate from incoming transaction (at least receiving 1x per month)
- Local Government Units with an ordinance mandating/incentivizing merchants to accept QR payment

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Palengke Excellence in Digital Adoption

The Palengke Excellence in Driving Digital Adoption award aims to recognize the public market that have successfully encouraged merchants to adopt and maximize the benefits of using GCash digital wallet.

The market categories are divided into three tiers based on the number of merchants: Tier 1 (100 to 400 merchants), Tier 2 (401 to 800 merchants), and Tier 3 (801 and up merchants). The measurement period covers from Q1 2023 to October 2023, and the criteria used to determine the winner is the average use case diversity as of October 2023. Overall, this award seeks to recognize the efforts of Local Government Units in promoting digital adoption among merchants and ultimately improve the digital economy.

Qualifiers for this award include:

- Public markets must have onboarded at least 50% of their public market merchants to accept QR payment
- Public Market must have organized Financial Literacy sessions
- Public Market must have GCash Merchant Ambassadors
- Public Market must meet the 50% public market merchant activity rate from incoming transaction (at least receiving 1x per month)
- Local Government Units with an ordinance mandating/incentivizing merchants to accept QR payment

We are excited to receive your interest and commitment. Looking forward to seeing your Local Government Unit's digital initiatives.

As part of the evaluation process, we are requesting for data on the number of public market stalls, permanent merchants, and ambulant merchants in your market. This information will help us determine the appropriate market category for your market and ensure a fair and accurate assessment of your market's performance. Kindly fill up the confirmation form below. If you have any questions or concerns, please do not hesitate to contact us.

W GLOBAL CENTER

30th Street corner
9th Avenue, BGC, The Fort, Taguig City

www.GCash.com
Hello@GCash.com
GCashOfficial
2882



Thank you for your attention, and we hope to hear from you soon.

Sincerely,

A handwritten signature in black ink that reads 'Rafael Tecson'.

Rafael Tecson
GCash Ecosystem Development Team

W GLOBAL CENTER

30th Street corner
9th Avenue, BGC, The Fort, Taguig City

www.GCash.com
Hello@GCash.com
GCashOfficial
2882



PakingQR Awards Form (Invitation)

CONFIRMATION FORM

PUBLIC MARKET	No. of Public Market Stalls	Permanent Merchant	Ambulant Merchant

CONFORMED:

Signature over Complete Name / Position / Date

GCash Local Government Unit Team

W GLOBAL CENTER
30th Street corner
9th Avenue, BGC, The Fort, Taguig City

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MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

representative and has the legal capacity required under applicable law to enter into this Agreement and bind it.

ARTICLE 17 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or rescission thereof, shall be subject to arbitration in accordance with the Philippine Code of Arbitration. Center for Dispute Resolution is to be the arbitrator.

ARTICLE 18 ELECTRONIC SIGNATURES

This Agreement may be executed and transmitted in any way of electronic signature and other electronic signatures and/or digital signatures, or any combination thereof, and shall have the same legal effect as if it were executed and transmitted in any other manner. If this Agreement shall be executed electronically, the legal existence of this Agreement shall be a matter of this Agreement bearing an electronic signature or signatures of the parties to the Agreement, and shall be deemed to be a document in accordance with the provisions of the Electronic Commerce Act of 2002.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____, 20____.

G-CASH, INC.
By _____

Name _____
Title _____
Date _____

[SECOND PARTY]
By _____

Name _____
Title _____
Date _____

Notarized and attested by _____, Notary Public for the Philippines, in accordance with the provisions of the Electronic Commerce Act of 2002.

GCash

Maximizing Your Cash

REQUEST FOR SETTLEMENT THROUGH BANK

TO: TREASURY OPERATIONS
G-Exchange Inc. (GXI)
32F The Trade and Financial Tower 32nd Street corner
7th Avenue Bonifacio Global City, Taguig City

FROM: _____

DATE: _____

This is to request credit to our nominated Bank Account, details as indicated below the balance of our GCash wallet in excess of the agreed threshold amount. Further, we are freeing G-Exchange Inc. (GXI) for any liability arising from future events after settlement has been made.

SETTLEMENT FROM:

GCash Wallet : _____
:

CREDIT TO BANK ACCOUNT:

Bank :

Branch :

Account No. :

Account Name :

Swift Code :

Threshold :

FREQUENCY OF AUTO-SETTLEMENT (please check):

DAILY

WEEKLY

MONTHLY

The settlement instruction herein indicated will remain in effect from the date of this request until further notice of change.

Thank you

MERCHANT APPLICATION FORM

(for Merchant Acquiring Business)

Please fill out this form **completely** and submit it with the following documents:

Bank certificate, photocopy of passbook or bank statement.

Original Notarized Corporate Secretary's Certificate or Partner's Certificate indicating authorized representative (Corporations/Partnerships)

DTI Certificate or Mayor's/Business Permit (Sole proprietorships) or SEC Registration, Articles of Incorporation/Co-Partnership, By-Laws

(Corporations/Partnerships)

BIR Certificate of Registration (for the Business)

PRC ID and PTR (for Professionals)

MERCHANT INFORMATION					
Company Name		Company Tel No.		Company Fax No.	
Company Address		Yes in Business		Latest Ranking of Company Top 2,500 <input type="checkbox"/> Top 5,000 <input type="checkbox"/> Beyond 5,000	
Trade Name (if different from above)		Number of Outlets		Business Structure <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Professional	
Sector <input type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Others		Nature of Business (Industry Category)		Type of Products/Services	
				Tax ID No. (TIN)	
CONTACT INFORMATION					
		Signature		Position	
		Contact No.		E-mail Address	
Authorized Representative (If Any)					
Principal Officer/Owner					
Principal Officer					
Principal Officer					
Principal Officer					
SETTLEMENT BANK					
NAME OF BANK		BRANCH/ADDRESS		ACCOUNT NAME	
				ACCOUNT NUMBER	
				ACCOUNT TYPE	
				FREQUENCY OF SETTLEMENT <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> By Request	
				<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> By Request	
TO BE FILLED UP BY G-CASH, INC.					
Target Market: <input type="checkbox"/> A-B <input type="checkbox"/> C <input type="checkbox"/> D			POS Required/No. of Units: <input type="checkbox"/> NFC (inBudget) _____ <input type="checkbox"/> GPRS enabled POS _____ <input type="checkbox"/> QR Code Reader _____ <input type="checkbox"/> Mobile POS _____		
If existing subscriber <input type="checkbox"/> New Line <input type="checkbox"/> Existing Line Indicate Mobile No. _____		If G-Cash Subscriber New Account Existing Account Indicate Mobile No. _____		Target Start Date: _____ Merchant Discount Rate: _____	
Main Wallet Limit: _____ Outlet Wallet Limit: _____ Name of Merchant Aggregator (if any): _____		% of Customers Paying via: Cash: _____ Check: _____ Credit Card: _____ Others: _____		Business Prospects: Annual Sales - P1p: _____ Number of Transactions (Per Month/Per Outlet): _____ Average Ticket Size: _____	
I have checked and verified the supporting credit requirements against the original documents and found them to be authentic and in accordance with G-Xchange, Inc. requirements.					
Date: _____					
Approved By		Registered By		Business Unit _____ Code: _____ MSA No. _____ DR No. _____ Branch Reg. Form No. _____	
Date		Date			
MERCHANT DECLARATION					
The Merchant, through the undersigned, hereby certifies that the above information given is true and correct and that all copies of documents are true copies and will remain property of G-Xchange, Inc (GXI). The Merchant authorizes GXI to verify and investigate this information from whatever sources it may consider appropriate. The Merchant understands that falsifying any of the information on the submitted documents is sufficient ground for legal action and the rejection or termination of the Merchant's application. The Merchant shall immediately notify GXI in writing of any change in any of its information indicated in this form.					
_____ NAME & SIGNATURE		_____ POSITION / DESIGNATION		_____ DATE	

GCash

ONLINE MERCHANT ONBOARDING FORM

BUSINESS INFORMATION

Merchant Type	<input checked="" type="checkbox"/> Enterprise / Public Sector	<input type="checkbox"/> Payment Facilitator	
Trade Name / Merchant Name *	<input type="text"/>	Industry Type	<input type="text"/>
Subsidiary Name	<input type="text"/>	Industry Category (selected in the MAF)	<input type="text"/>
Business Structure	<input type="checkbox"/> One Person Corporation <input type="checkbox"/> Partnership	Sub Category	<input type="text"/>
	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government	Registered Owner *	<input type="text"/>
		Account Manager Name *	<input type="text"/>

BANKING AND ACCOUNTS

Bank Name *	<input type="text"/>	Bank Account Name *	<input type="text"/>
Bank Account Number *	<input type="text"/>	Swift Code	<input type="text"/>

PRODUCTS AND PAYMENT

Product *	<input checked="" type="checkbox"/> Pay Bills	Refund Period	<input type="text"/>
Payment Method *	<input checked="" type="checkbox"/> Cash Waive	Default is 7 days	<input type="text"/>
Payment Order Expiry Time *	<input type="text"/>		
Indicates how long and merchant order transaction expires	<input type="text"/>		
Default is 30 minutes	<input type="text"/>		
Maximum Transaction Amount *	<input type="text"/>		

MDR Charge *	<input type="checkbox"/> Merchant <input checked="" type="checkbox"/> Consumer
Refund fee with refund *	<input type="checkbox"/> Supported <input checked="" type="checkbox"/> Unsupported
Fee Charge Method (if with MDR Charge)	<input type="text"/>
<input checked="" type="checkbox"/> Flat Rate	<input type="text"/>
<input type="checkbox"/> Percent Share	<input type="text"/>

SETTLEMENT

Settlement Cycle *	<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	Settlement Threshold	<input type="text"/>
Settlement Period *	<input type="text"/>	Settlement Target *	<input type="text"/>

UTILITY AND LOGS

Copy Method *	<input type="text"/>
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TRANSACTION REPORTS AND LOGS (All fields indicate email address of recipient, the merchant's email address is required)

Frequency of Email Reports *	<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly
Email Recipients *	<input type="text"/>

IMPLEMENTING AGREEMENT

This Implementing Agreement for Billers (the "Agreement") is made and entered into this _____ by and between:

G-XCHANGE, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at, 8^F W Global Center, 30th St corner 9th Ave., Bonifacio Global City, 1634 Taguig, and hereinafter referred to as "GXI";

-and-

_____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at _____, and hereinafter referred to as "Biller".

(GXI and Biller shall hereinafter be collectively referred to as "Parties" or individually as "Party".)

WITNESSETH: That-

WHEREAS, GXI, a wholly-owned subsidiary of Globe Fintech Innovations Inc. ("Mynt"), is duly registered with the Bangko Sentral ng Pilipinas (BSP) as a licensed remittance agent and E-Money Issuer (EMI). It handles electronic money (e-money) issuance, remittance services, and mobile payment solutions using Globe's network as transport channel under the GCash brand;

WHEREAS Biller is engaged in the business of _____;

WHEREAS, Biller desires to avail of the Service indicated in Article 1 of this Agreement;

WHEREAS, the Parties now wish to set forth in this Agreement their rights and obligations with respect to the Service and other related transactions for their mutual benefit and protection;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

Article 1. SCOPE OF SERVICE

Bills Payment allows GXI to accept and collect payments from its clients who are registered to GCash through the following channels and other channels moving forward:

- Via USSD (Unstructured Supplementary Service Data); by dialing *143# using a Globe or TM enabled mobile phone.
- Via GCash App (iOS and Android), a mobile application that can be downloaded and accessed using a smartphone.

GCash subscriber will receive a notification through SMS if the transaction was successful or failed.

GCash is debited from the subscriber's GCash wallet and credited to Biller's GCash wallet, which is then settled to a designated bank account on the next banking day.

Article 2. EQUIPMENT PROVISIONING, OPERATION, MAINTENANCE

2.1 Equipment Provisioning

The Parties shall provide, as necessary, certain equipment and facilities, under the following principles:

- 2.1.1 Provide its share of the necessary equipment and services on its own end for its own account.
- 2.1.2 If applicable, GXI shall make the necessary arrangements with Globe Telecom, Inc. and Innove Communications, Inc. (the "Mobile Service Providers") to provide the necessary mobile cellular telecommunications network elements to support the Service.
- 2.1.3 GXI will provide Biller with GXI's application program interfaces to enable Biller's equipment and systems to interact with GXI's integrated payments system and/or the equipment and systems of the Mobile Service Providers.
- 2.1.4 Biller shall provide any other software that it may require to facilitate the Service.

- 2.1.5 Each Party shall, for its exclusive account, be responsible for developing and implementing its own security arrangements (the "Firewalls") for its network/system. Neither Party shall be liable to the other for the failure of each Party's Firewalls to maintain the integrity of its network/system.
- 2.1.6 The leased lines necessary for the interconnection of GXI's and Biller's sites shall be for the exclusive account of Biller.

2.2 Principles for Operation and Maintenance

Equipment necessary to enable the Service shall be operated and maintained in the following manner:

- 2.2.1 Each Party shall operate and maintain its own equipment. As applicable, in the event that the equipment of one Party is co-located in the premises of the other Party, the Party hosting the co-location shall perform First Line Maintenance of the equipment in its premises. First Line Maintenance shall be limited to cleaning at no cost to the other Party.
- 2.2.2 Biller will advise GXI of any changes in the application program interfaces in advance. GXI shall work with Biller and the Mobile Service Providers to facilitate the successful interface of Biller's equipment and systems with the systems and equipment of GXI and the Mobile Service Providers.

Article 3. PROCESSING FEES, SETTLEMENT, RECONCILIATION, TAX RECOGNITION

3.1 GXI will create a GCash wallet under the name of the Biller to facilitate settlement. Biller's GCash wallet will be credited by GXI each time a transaction is successfully processed.

3.2 The following convenience fee (VAT inclusive) due to GXI for every successful transaction processed to Biller using the Service shall be passed on to the customers/payor, and shall be deemed paid to GXI by the customer/payor:

Transaction	Convenience Fee
Bills Payment	Php 20.00 per transaction

3.3 GXI shall settle on the next business day to the nominated bank account of the Biller the total collection amount of the previous day, net of convenience fees due to GXI.

Article 4. CUSTOMER SUPPORT

4.1 Biller will provide first level customer support and assistance at the frontline. Biller shall address issues specific to Biller independently. GXI shall assist Biller in the technical resolution or reconciliation of transaction information.

4.2 GXI shall likewise address issues specific to GXI independently with Biller assisting in any reconciliation of transaction information.

Article 5. TERM AND TERMINATION

5.1 The initial term of this Agreement shall commence on the effective date of this Agreement and shall continue for one (1) year from said date ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive 1-year periods (each a "Renewal Term").

5.2 Either Party may give written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

5.3 Either Party shall have the right to terminate this Agreement for convenience (i.e. for any reason and without cause) upon ninety (90) days prior written notice to the other Party.

5.4 This Agreement may be terminated prior to the end of the Initial Term or any Renewal Term as follows:

5.4.1 If either Party has materially breached this Agreement, the other Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party, describing the breach in reasonable detail, unless the breaching Party has cured the breach before the end of that thirty (30)-day period. The Term "material breach" includes, but shall not be limited to, the following:

- (a) Either Party gains unauthorized or inappropriate access to the other's customer records.
- (b) Either Party breaches Article 10 or any other terms and conditions of this Agreement.

- (c) Either Party unilaterally disconnects the facility without valid or justifiable cause to the prejudice of the other.
 - (d) Security breaches emanate from the system of the other Party
 - (e) An encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party.
 - (f) The other Party enters into any composition or makes any voluntary arrangement with its creditors
 - (g) The other Party goes into liquidation (except for the purpose of amalgamation or reconstruction and in such manner that the affected Party resulting there from effectively agrees to be bound by or to assume the obligations imposed on that other Party under this Agreement).
 - (h) Anything analogous to any of the foregoing under the law of any other jurisdiction shall occur in relation to that other Party.
 - (i) That other Party ceases or threatens to cease to carry on business or
- 5.4.2. Neither Party shall make any negative or adverse public announcements even if the other Party terminates this Agreement

5.5 Provisions of this Agreement that by their nature continue beyond the expiration or termination of this Agreement and those provisions that are expressly stated to survive termination shall survive the termination or expiration of this Agreement, including without limitation, Article 8 (Liabilities, Limitation of Liability and Arbitration), Article 9 (Confidentiality), 10.8 (Governing Law) and Article 10.9 (Settlement of Disputes) and any accrued but unpaid financial obligations

Article 6. WARRANTIES

6.1. Biller represents and warrants that it has all the necessary authority, licenses, and permits for its business and that it does not, by entering into this Agreement, violate any of its licenses, authority, as well as laws and regulations and intellectual property rights of any third party

6.2 GXI represents and warrants that it has all the necessary licenses and permits for its integrated payments system and software and that it does not, by entering into this Agreement, violate the intellectual property rights of any third party

Article 7. MUTUAL COOPERATION

7.1 The Parties shall cooperate among each other in order to achieve the objectives set forth in this Agreement, and shall, from time to time, agree on marketing and merchandising support for the Service

7.2 The Parties shall also, from time to time, review the pricing and implementation of the Service. In view of rapidly changing technology and economic models, the Parties agree to review the applicability, pricing of Processing Fees, and responsiveness of the Services being offered to the customer every six (6) months. Any Party's adoption of new technology affecting the Service will require the approval of the other Parties, and the Parties agree to collaborate on developing future services that can be incorporated in the Service. The Parties will pursue this joint development on an agreed schedule. Service/Transaction costs and the corresponding development costs shall be negotiated among the Parties.

Article 8. LIABILITIES; LIMITATIONS OF LIABILITY AND ARBITRATION

8.1 GXI acknowledges that Biller is not a party to the contract between GXI and the Mobile Service Providers. Biller shall have no liability to the Mobile Service Providers, and shall in turn have no direct recourse to the Mobile Service Providers. GXI shall be and remain fully responsible for the actions of the Mobile Service Providers and shall hold Biller free and harmless for any failures of the Mobile Service Providers.

8.2 Except for damages caused by the fault or gross negligence of a party, Biller and GXI shall not be liable to the other for any damages arising out of or relating to:

8.1.1 Service interruptions, interoperability, interaction or interconnection of the Mobile Service Providers' systems, or GXI's equipment and systems, with the Biller's equipment and systems, whatsoever the cause of the interruption, interoperability, interaction or interconnection and however long it shall last, whether caused by or with applications, equipment, services or networks provided by GXI, Biller, or by third parties, or through unauthorized access to or by theft, alteration, loss or destruction of Biller's applications, data, programs, information, network or systems through accident, fraudulent means or any other method by Biller's customers, users and third parties.

8.1.2 Communications/transactions that fail to reach their designated beneficiary, or any failure to deliver communication/transaction intended for end users, EXCEPT where such failures occur because a Party has not complied strictly with all the procedures for the Service and all its obligations under this Agreement.

8.1.3 In any event, neither Party will be liable to the other for any special, indirect, consequential, or incidental damages, including loss of profits or revenues or loss of prospective business advantage, regardless of whether the Party had been advised of such damages or whether that liability arises in contract, tort, strict liability, breach of warranty, or otherwise.

8.1.4 Liabilities arising from usage of the Service beyond its known functionalities, limitations and capabilities.

8.3 Each Party shall keep the other Parties free and harmless and indemnify the other from third party claims, suits or demands which are due to negligent or fraudulent acts or omissions or willful misconduct solely attributable to one but not the other. The Parties shall jointly work to address any such third-party claims.

Article 9. CONFIDENTIALITY

9.1 No public announcements of this Agreement or of the transaction contemplated hereunder shall be issued or published, or caused or permitted to be issued or published, by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

9.2 No Party shall disclose (i) the contents of this Agreement to any third party other than its professional advisers without the prior approval of the other Parties (which approval shall not be unreasonably withheld) or unless required to make such disclosure pursuant to any applicable law, (ii) any details or information about the business or activities or confidential or proprietary information of the other Parties, acquired as a result of their relationship evidenced herein, (iii) the Customer Information, except in accordance with the Mutual Confidentiality and Non-Disclosure Agreement executed by the Parties or if required by an order of the court or other competent authority.

9.3 If a Party makes any disclosure to a professional adviser or any other party, when permitted under this Article, that Party shall ensure that the recipient of the information covenants on similar terms as those appearing in this Article to keep such information confidential except in accordance with applicable law.

9.4 Each Party shall use its best efforts to ensure that its employees, agents and contractors who are at any time in possession of such confidential information do not disclose or suffer or permit the disclosure of such confidential information.

Article 10. MISCELLANEOUS PROVISIONS

10.1 Relationship of the Parties

10.1.1 Nothing in this Agreement shall be construed as constituting any of the Parties as a partner, agent, employer or representative of the other, it being understood that the relationship of the Parties among each other is as independent contractors to the other.

10.1.2 No Party shall have any fiduciary obligations to the other Parties arising out of the provision of the Services or this Agreement.

10.1.3 Nothing in this Agreement shall be construed as giving any Party any right or authority to act for, or represent or otherwise assume any obligation on behalf of or in the name of the other Parties, and each Party agrees to indemnify the other and hold it harmless from and against any claims, losses or damages whatsoever arising in respect of liabilities incurred as a result of its unauthorized act or representation or assumption on behalf of or in the name of the other Parties.

10.2 Assignment

No Party may assign any of its rights and interest under this Agreement to any third person without the prior written consent of the other Parties.

10.3 Remedies, Waivers and Amendments

10.3.1 No failure to exercise nor any delay in exercising any right or remedy under this Agreement on any Party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof of any other rights or remedies. The rights and remedies herein provided are cumulative and not exclusive of any provided by law.

10.3.2 This Agreement shall not be modified or amended except by written document expressly made to modify, supplement, or amend this Agreement and executed by the Parties hereto.

10.3.3 Any waiver of any Party's rights, powers, privileges or remedies must be in writing and signed by that Party, and any such waiver given by a Party shall only relate to the particular event for which it is given.

10.4 Notices

Any notice or communication under this Agreement shall be in writing and shall be delivered personally or transmitted by registered mail or electronic mail as follows:

To GXI:

JOSE LUIS G. REYES

Head, Enterprise and Public Sector

G-XChange, Inc.

8F W Global Center

30th Street cor. 9th Ave, Fort Bonifacio

Taguig City 1634, Philippines

luigi.reyes@gcash.com

To BILLER:



All notices shall be deemed duly given on the date of receipt, if personally delivered; the date fifteen (15) days after posting, if mailed; or receipt of transmission, if by electronic mail. Either Party may change its address for purposes hereof by giving notice to the other Party.

10.5 Interpretation

10.5.1 In this Agreement, section headings are used for convenience reference only and shall be disregarded in the interpretation of this Agreement.

10.5.2 Unless the context otherwise indicates, references to a section shall be construed as references to a section of this Agreement; references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof; and words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and vice versa, and references to a person shall be construed as references to an individual, body corporate, association (whether incorporated or not), government or private entity.

10.6 Secrecy and Other Laws

10.6.1 The Parties agree to modify the Service or procedures relating thereto as necessary to comply with the Anti-Money Laundering Act of the Philippines.

10.6.2 The Biller shall not be required to disclose any information to GXI, or any Customer Information to any party, that in the process will violate any of the provisions of R.A. 1405, as amended (the Bank Deposit Secrecy Law) or of Section 55 of R.A. 8791, as amended (the General Banking Law of 2000) or the Anti-Money Laundering Law (RA 9194) and its Implementing Guidelines and relevant memoranda issued by the AntiMoney Laundering Council or the Securities and Exchange Commission.

10.6.3 GXI shall not be required to disclose any information to Biller that in the process will violate the R.A. 10173 (The Data Privacy Act of 2012), Secrecy of Communications law, the Public Telecommunications Policy Act (RA 7925), the Anti-Wire Tapping Law, or the International Treaty on the Secrecy of Communications or circulars and issuances of the National Telecommunications Commission or the International Telecommunications Union relative to the secrecy of communications

10.6.4 GXI and Biller will, however, provide the appropriate disclosure where so required by the Anti-Money Laundering Law (RA 9194) and its Implementing Guidelines and relevant memoranda issued by the Anti-Money Laundering Council or the Securities and Exchange Commission. In addition, Biller shall:

- i. Retain all records of customers doing BILLPAY transactions for a period of three (3) years at its offices, and an additional two (2) years thereafter at its warehouse or an off-site facility.
- ii. Grant GXI access at any time, with adequate prior notice, to any records of customers performing BILLPAY transactions.

NAME OF PROPONENT'S IS

Designation
Date signed:

NAME

Designation
Date signed:

NAME OF PROPONENT

Designation
Date signed: