



## COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

### COMMITTEE REPORT NO. ICT-022-S-2023

Office of the Sangguniang Panlungsod  
Received by: Jennal Piring  
Date: 07-03-2024  
Time: 10:23 am

**Subject:** A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MOBILE PAYMENT SOLUTIONS AGREEMENT AND MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH G-XCHANGE, Inc. (GXI) FOR THE AVAILMENT OF PAYMENT SERVICES. - PCR-569-2024 dated May 13, 2024

Referred to this Committee on the 90<sup>th</sup> Regular Session is the above-subject matter for appropriate action and recommendation.

It may be recalled that the same subject-matter was referred to this Committee on May 22, 2023 then under proposed resolution PCR-307-2023, the title of which is quoted hereunder for ready reference:

**"REQUEST FOR APPROVAL OF RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR 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"**

However, due to the non-submission of the final draft of the Memorandum of Agreement, the subject matter was archived as per the recommendation of this Committee.

In its letter dated April 25, 2024, the Office of the City Mayor endorsed to the Office of the City Vice Mayor/ Presiding Officer, Hon. Rowena Bautista, the Legal Opinion No. 552, Series of 2024 of the Office of the City Legal Service together with the following final draft of MOA and the agreements for consideration of the Sangguniang Panlungsod:

- MOBILE PAYMENT SOLUTIONS AGREEMENT (MOA between G-XCHANGE INC. and the CITY GOVERNMENT OF BACOOR)
- DATA PRIVACY AGREEMENT (Annex 4)
- MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

COMMITTEE REPORT ICT-022-S-2024

PCR 569-S-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT WITH G-XCHANGE, INC.





In pursuance to Republic Act No. 8792 otherwise known as the "Electronic Commerce Act of 2000", and in line with the present thrust of the city government to put into action the e-governance system, the Committee considered the importance of the electronic payment services in the programs of the City Government.

In giving due course, a Committee hearing was conducted and attended by resource persons from the Office of the City Treasurer, Office of the City Legal Service, Management Information Service and G-XCHANGE, Inc. representatives.

The following issues and important feature on the electronic payment applications were established and clarified:

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.
5. No Cost to the City Government of Bacoor.

#### **OTHER FINDINGS/INFORMATIONS:**

1. Some of the terminologies used in the Memorandum of Agreement are properly clarified.
2. The technical aspect concerning the issuance of official receipt, billing notifications, payment and settlement transaction reporting, sharing of data and information are thoroughly discussed and established.
3. GCASH is internationally-acclaimed micropayment service that transforms the mobile phone into a virtual wallet for secure, fast and convenient money transfer.

COMMITTEE REPORT ICT-022-5-2024

PCR 569-5-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT WITH G-XCHANGE, INC.







4. 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 been properly reviewed by the Office of the City Legal Service, Office of the City Treasurer and Management Information Service, the Honorable Members of the Committee hereby recommend **TO APPROVE** 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., subject existing to the provisions of existing laws, accounting and auditing rules and regulations.

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

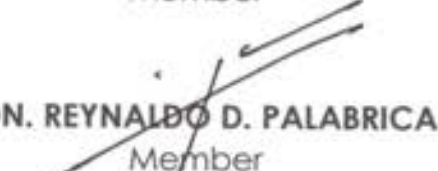
Signed this      day of May 2024 at the City of Bacoor, Cavite.

**THE COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY**


  
HON. ROGELIO M. NOLASCO  
Chairman

  
HON. ALEJANDRO F. GUTIERREZ  
Vice Chairman

  
HON. ADRIELITO G. GAWARAN  
Member

  
HON. REYNALDO D. PALABRICA  
Member

Prepared by:

  
ROBERTO A. DE GUZMAN  
Local Legislative Staff Assistant I

COMMITTEE REPORT ICT-022-S-2024

PCR 569-S-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE  
MEMORANDUM OF AGREEMENT WITH G-XCHANGE, INC.





## Committee on Information and Communication Technology

### COMMITTEE HEARING MINUTES

NO. ICT-022-S-2024

Office of the Sangguniang Panlungsod  
Bacoor, Cavite  
07-03-2024  
10:23 am

Subjects: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MOBILE PAYMENT SOLUTIONS AGREEMENT AND A MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACoor WITH G-XCHANGE, INC. (GXI) FOR THE AVAILMENT OF ITS PAYMENT SERVICES. PCR-569-2024 dated May 13, 2024.*

Present:

#### Committee on Information and Communication Technology

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

#### 5<sup>TH</sup> Sangguniang Panlungsod Members

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

#### Resource Persons:

Atty. Marius D. Sumira	-	Office of City Legal Service
Mr. Lodgene Asuncion	-	Management Information System
Mr. Arvin Dimaano	-	GCASH
Mr. Rafael B. Tecson	-	GCASH
Ms. Rona Grace G. Torrijos	-	City Finance Department

**Hon. Rogelio Nolasco:** "Good Afternoon, A Committee Hearing, on Information and communication Technology regarding, [PCR-569-2024](#) "A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MOBILE PAYMENT SOLUTIONS AGREEMENT AND A MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACoor WITH G-XCHANGE, INC. (GXI) FOR THE AVAILMENT OF ITS PAYMENT SERVICES is now court to order."

**Hon. Rogelio M. Nolasco:** "For the record we acknowledge the presence of our Councilor's, nais ko pong ipakilala ang aking mga kasamang konsehal, Konsehal Reynaldo Palabrica, Konsehal Levy Tela, Konsehal Adriel Gawaran,





Konsehal Simplicio Dominguez, Konsehal Alejandro Gutierrez, and for the record mag pakilala lang po ang ating mga resource persons."

**Hon. Reynaldo Palabrica:** "Mr. Chair, maybe we can ask the representative from the City Treasurer's Office to enlighten regarding this proposed agreement, ano ba ito?"

**Ms. Rona Grace Torrijos:** "Bali po ang pagkaka alam ko po dito ay magkakaroon na tayo ng sarili nating logo sa Gcash para po sa payment sa atin ng Real Property Tax, Business Tax, kasi po marami po tayong mga tax payer na nag iinquire kung meron na raw po tayong payment thru Gcash."

**Hon. Reynaldo Palabrica:** "So, ang ibig sabihin kapag pinindot mo ang Gcash, magkakaroon na tayo ng **Icon Logo** kung magbabayad sa City Government of Bacoor daretso na tayo sa Icon logo?"

**Mr. Arvin Dimaano:** "Yes po, specifically, to add lang po kay Ms. Rona specifically under po doon sa details natin sa portal kung magbabayad ng Bills ay under na doon sa government sector, possible na pong makapag payment ng government services under government agencies."

**Hon. Reynaldo Palabrica:** "Ah yes, kasi may mga LGU's na nga dito eh pero wala pa ang Bacoor?"

**Mr. Arvin Dimaano:** "Yes po."

**Ms. Rona Grace Torrijos:** "Sa ngayon po doon sa ating online payment like **Ebizz portal** at **Piso pay**, may gcash din po doon kaya lang kailangan pang dumaan sa portal ng ebizz at saka po ni piso pay."

**Hon. Reynaldo Palabrica:** "Wala ng dadaanan daretso na?"

**Ms. Rona Grace Torrijos:** "Yes po, at mas convenient po ito. At nakalagay po doon kung ano yung mga services na pwede nilang bayaran."

**Hon. Reynaldo Palabrica:** "Pipindutin lang yung pangalan ng LGU on this page naandoon na?"

**Ms. Rona Grace Torrijos:** "Yes po."

**Hon. Reynaldo Palabrica:** "Napaka ganda na pala nito magiging mas convenient sa mga Gcash payor's natin."

**Mr. Arvin Dimaano:** "To add lang din po Councilor, yung contract na attach po kasi dito sa details na hawak natin ay old copy pa po ito. Meron narin po kaming na send na updated contracts sa Legal po ng City of Bacoor."

**Hon. Reynaldo Palabrica:** "So, what we have right now is the old version?"



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**OFFICE OF THE SAGGUNIANG PANLUNGSOD**

**Mr. Arvin Dimaano:** "Yes po."

**Hon. Reynaldo Palabrica:** "Not the amended version?"

**Mr. Arvin Dimaano:** Yes po, bali po na i send na rin po namin with your LGU yung updated Contracts, bali three (3) contracts po yung laman noon. **First** po ay ang contract ng **Scan to Pay**, it is QR code po na makikita natin sa mga restaurants at malls. **Second** naman ay yung **Details Contract** naman po. Yun po ang details na nasa loob ng Apps natin. **Third** po ay yung **Online Web Pay Contract** po, ito po ay kung may online web pay si Bacoor tapos pwede tayong mag generate doon ng mga statement of account na pwedeng bayaran ng ating mga constituents or citizens natin, labas directly sa gcash na pwede nilang i access sa website natin with Gcash details. So, yun po ang contracts na nasend namin."

**Hon. Reynaldo Palabrica:** "So, napakaganda pala nitong system na ito. Itong system na ito magiging convenient Mr. Chair sa mga tax payer natin. Ang gusto namin ay makita yung lahat ng provisions to secure that this contract should be advantageous to the City of Bacoor of course, and dapat may City Legal Services representative tayo dapat na review na nila. But, anyway baka familiar naman si Mr. Lodgene may alam ka ba dito?"

**Mr. lodgene Asuncion:** "Actually wala akong kopya ng latest version kung ano man ang changes na hawak natin ngayon."

**Mr. Arvin Dimaano:** "Basically Sir, ang naging kulang lang namin dito ay yung mga deleted na old amounts na transfer na po kasi siya doon sa dating nag ha handle, and second doon sa addresses ng LGU, and yung mga supposedly settlement account dapat po under siya ng Bacoor Name so baka po hindi lang po na update Sir, pero mabilis naman po siya to update."

**Mr. lodgene Asuncion:** "So, yung Account Manager po nabago na siya?"

**Mr. Arvin Dimaano:** "Yes po."

**Hon. Reynaldo Palabrica:** "Sino ba yung account manager?"

**Mr. Arvin Dimaano:** "Bali ako po iyon. Mali po kasi yung name na andyan. Basically yung content po ng contracts ay the same."

**Mr. Rafael Tecson:** "Tungkol sa mga napag usapan naman po like scan to pay, bills pay, and online pay ay magiging advantageous to the City of Bacoor in support po doon sa **PalengQR Ordinance** po natin. At least dito magiging next step na nakita na natin na naging effective sa PalengQR na nag adapt yung mga merchants na tumanggap ng ewallets so, parang maganda siyang transition na sustainability na magiging digital si Bacoor na magkakaroon ng online payment. Ang purpose naman ng PalengQR is to encourage merchants and consumers of City of Bacoor na may ewallets to pay in Gcash na pwede nilang gamitin ito para magbayad ng taxes kay Bacoor City po. Dito naman sa





mga inooffer naming products ay wala naman pong magiging cost kay City of Bacoor kundi cash on fee sila doon sa consumer. Sa mga consumer at least may option siya na mag cocomute pa ba ako papuntang City Hall or magbabayad ako kahit nasa bahay ako?"

**Ms. Rona Grace Torrijos:** "May additional pong bayad per transaction, actually si **Piso pay Php 50.00** ang bayad per transaction."

**Hon. Reynaldo Palabrica:** "Sa Gcash magkano?"

**Mr. Lodgene Asuncion:** "Ito po ang fees nila, yung range nila ay **Php 10.00** Pesos po."

**Mr. Rafael Tecson:** "For example yung developer fee po na online web pay po ay may cost po iyon may third party po tayong system litigator na ginagawa ng website doon po papasok ang developer fee."

**Hon. Rogelio M. Nolasco:** "We acknowledge the presence of Atty. Marius D. Sumira from Office of City Legal Services."

**Mr. Rafael Tecson:** "So, yun po ang sa ating online web pay pero pag dating po sa app, for example sa Gcash apps bills payment ay nasa **Php 15.00 Pesos** po per transaction papasok po sa consumer. Pag scan to pay po **Php 10.00 Pesos** naman po."

**Hon. Reynaldo Palabrica:** "For clarification lang Mr. Chair, I would like to ask City Treasury, yung remittance? Di ba sa gcash papasok? papaano ang remittance nito?"

**Ms. Rona Grace Torrijos:** "Yung sa remittance po nagbigay na po kami sa kanila ng account number kung saan po nila ireremit ang payment na dumaan po sa kanila papunta sa atin. Like po doon sa Piso pay may binigay din po tayo."

**Hon. Reynaldo Palabrica:** "So, digital din yun?"

**Ms. Rona Grace Torrijos:** "Yes po, tapos kapag nasa atin na po yung payment saka po natin sila iisuehan ng official receipt."

**Hon. Reynaldo Palabrica:** "Yung electronic payment remittance na iyon gaano katagal iyon? ano ang period covered? Papaano ang systema? Per day?"

**Ms. Rona Grace Torrijos:** "Per day po, transaction day plus one kung nagbayad po sila ng 13, Plus one day silang mag dedeposit ng 14 mga 15 or 16 nasa account na po natin."

**Hon. Reynaldo Palabrica:** "Sa bank account? Papaano nyo na momonitor iyon?"



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**Ms. Rona Grace Torrijos:** "Mayroon po silang sinesend sa amin na Log in credentials doon sa system kung saan namin na momonitor yung mga pumapasok sa amin tapos kinocompare naman namin doon sa mga pumapasok sa amin araw araw na payment thru Landbank po."

**Mr. Lodgene Asuncion:** "So, si Gcash will provide a payment portal?"

**Ms. Rona Grace Torrijos:** "Yes po."

**Hon. Reynaldo Palabrica:** "Kasi baka may ma miss out, may nagbayad na sa kanila hindi na remit? Gusto lang Makita yun na lahat ng remittance ay na remit 100%."

**Ms. Rona Grace Torrijos:** "Kasi noong una po ay may ebizz tayo tapos nadagdagan ng Piso pay tapos may solidarity tayo at eticketing tapos eto po pang lima na. Separate system naman po ito."

**Hon. Reynaldo Palabrica:** "Lahat naman tinatanggap natin, lahat ng methods of payment at lahat ng payment options. Ini encourage naman natin lahat kasi kung yun ang gusto ng consumer eh. Ang pinaka popular kasi ay ang Gcash eh. Welcome naman sila as far as papasok sila and the very purpose kasi eh is to make the consumers convenient specially mga tax payer."

**Mr. Lodgene Asuncion:** "May mga other options naman po ang ating online payment tulad ng ebizz at piso pay kaya lang mas mataas ang processing ng Piso pay kasi hindi direct si gcash. Pero kung Gcash mas mura babayaran nila."

**Hon. Reynaldo Palabrica:** "Basta kasi electronic payment ang laging nasa isip ng tao Gcash eh. Atty, are you familiar with the propose contract kasi kanina tinanong ko lang kasi nabanggit kanina na mayroong amendment doon sa proposed contract na sinabmit sa LGU? I assume na may copy na kayo diyan?"

**Atty. Marius D. Sumira:** "Yes po, in close coordination naman po kami with Mr. Lodgene."

**Hon. Reynaldo Palabrica:** "Na review na ninyo yung contract?"

**Atty. Marius D. Sumira:** "Yes po."

**Hon. Reynaldo Palabrica:** "Kung may amendment man pero account manager lang naman."

**Atty. Marius D. Sumira:** "Yes po. Updating lang po."

**Hon. Reynaldo Palabrica:** "So, can you please enlighten the committee kung ano ba nangyari sa review ninyo."





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**Atty. Marius D. Sumira:** "So, Mr. Chair gustong pumasok ng City sa ganitong agreement. And again, dahil sinabi po nila na to achieve widest coverage po for the LGU and for the use of our clients. Tapos gusto po natin medyo technical lang po kasi yung terms of agreement pero in essence po, ang gusto lang po niya ay ma protectahan sila doon. Halimbawa sa collection ng payment at the same time sa transfer, sa side naman natin sa City ay yung mai transfer sa atin at yung lahat ng clients na makukuha ang information ay covered doon sa agreement."

**Hon. Reynaldo Palabrica:** "So, ang opinion mo dyan, what is your recommendation? For approval ba yan?"

**Atty. Marius D. Sumira:** "Yes po, okey for approval."

**Atty. Marius D. Sumira:** "Your Honor, medyo matagal na po kasi talagang na tengga sa amin, nahihirapan lang po kami sa ongoing documents kaya po."

**Hon. Reynaldo Palabrica:** "So, Mr. Chairman, as far as I'm concern I temporarily endorse this to be approved by the committee."

**Hon. Rogelio M. Nolasco:** "Mayroon lang po akong i ka clarify yung sa article 3 bakit naka indicate ay "**Vendor**" ano ibig sabihin noon? Nagsimula sa article 3."

**Mr. Arvin Dimaano:** "To clarify lang po ang question po natin ay kung bakit tinatawag na vendor? "

**Hon. Rogelio M. Nolasco:** "Sa **Article 3 Organizational, Technical and Physical Security Measures**. 3.1 Both parties shall have in place appropriate organizational, technical, and physical security measures that protect Personal Data from Security Incidents and Personal Data Breaches. The "**Vendor**" shall implement security measures which include at least: Sino minementioned diyan?"

**Mr. Rafael Tecson:** "Kung sa **Vendor**? kami po iyon, tapos kayo po yung **Merchant**."

**Hon. Reynaldo Palabrica:** "Dito sa first page ng MOA kung may minementioned sila na Vendor dapat naka indicate dito yun. Kasi ginamit sa mga next pharagraph, ma correct na lang, kasi may confusion kasi may sinabi silang Vendor not specified dito sa first pharagraph."

**Hon. Rogelio M. Nolasco:** "Any opinion from the Council?"

**Hon. Rogelio M. Nolasco:** "Ito ba iyong GXI last year?"



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**Mr. Lodgene Asuncion:** "Actually pangatlo na po ito eh, hindi lang na push."

**Mr. Rafael Tecson:** "Marami pong nadagdag tulad ng Data Privacy."

**Hon. Reynaldo Palabrica:** "Have been no more matters to be discussed, I recommend that this proposal be in favor to be recommended to the City Council Session on Monday, and also I move for the adjournment of this hearing."

The hearing adjourned at 4:20 P.M.

Prepared By:

**EDGARDO B. NOLASCO**  
CLERK

Attested By:

**COUN. ROGELIO "BOK" M. NOLASCO**  
Chairman

*Committee on Information and Communication Technology*







**COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY**

**NOTICE OF JOINT COMMITTEE HEARING  
(PROOF OF RECEIPT)**

May 16, 2024 / 4:00 P.M.

Office of the Sagguniang Panlungsod  
Received by: Janet Pring  
Date: 07-03-2024  
Time: 10:28 a.m.

MSBR Conference Room at 4<sup>th</sup> Floor, Bacoor Legislative and Disaster Resilience Building

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MOBILE PAYMENT SOLUTIONS AGREEMENT AND A MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH G-XCHANGE, Inc. (GXI) FOR THE AVAILMENT OF ITS PAYMENT SERVICES. [PCR 569-2024](#) dated May 13, 2024*

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
HON. ALEJANDRO F. GUTIERREZ	SP	091672692869	05/14/24
HON. REYNALDO D. PALABRICA	SP	09569462299	5/14/24
HON. ADRIELITO G. GAWARAN	SP		5/14/24
MR. LODGENE G. ASUNCION	MIS/E-GOV	09985503945	5/14/2024
ATTY. EDITH C. NAPALAN	TREASURY	228	5-14-24
MR. JOSE LUIS G. REYES	G-XCHANGE INC.		





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**City of Bacoor**



**OFFICE OF THE SAGGUNIANG PANLUNGSOD**

CGBCR-SPBac-F003.01  
 04/05/2024



Office of the Sagguniang Panlungsod  
 Received by: Janet Pring  
 Date: 07-03-2024  
 Time: 7:23 am



**PICTURES OF COMMITTEE HEARING ICT-022-S-2024**

PCR 569-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MOBILE PAYMENT SOLUTIONS AGREEMENT AND A MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOOR WITH G-XCHANGE, Inc. (GX) FOR THE AVAILMENT OF ITS PAYMENT SERVICES.



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**  
*Office of the City Mayor*



April 25, 2024

OFFICE OF THE  
SANGGUNIANG PANLINGSOD  
RECEIVED  
BY: ARIEL  
DATE: 5-2-24 TIME: 6:14  
BACOR CITY, CAVITE

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

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

**SUBJECT: Endorsement Letter**

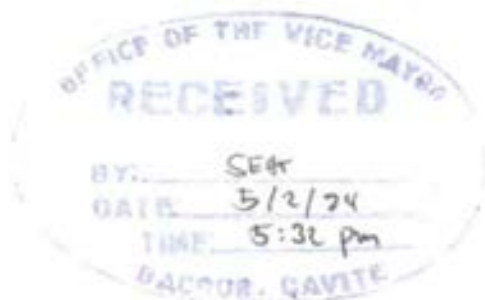
Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for appropriate action Endorsement No. 552, series of 2024, issued by the Office of the City Legal Service, relative to the Mobile Payment Solutions Agreement with G-Xchange, Inc. for the availment of its Payment Services. The said agreement is consonant to the continuing modernization program of the City Government of Bacoor in providing improved and efficient service to the people.


Attached herewith is the aforementioned endorsement, including its attachments, for your immediate reference.

I trust that you give this matter your utmost consideration.

Sincerely yours,



  
**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor   
Strike B. Revilla



SBR20242000







Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**



## OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER No. 552, Series of 2024

TO : HON. STRIKE B. REVILLA  
City Mayor

THRU: ATTY. PAUL SANGALANG  
Office of the Mayor

MD 4/19/24  
5.57 PM

SUBJECT : Transmittal of the Mobile Payment Solutions Agreement and Mutual Confidentiality and Non-Disclosure Agreement with G-Xchange, Inc. for the availment of its Payment Services

DATE : 19 April 2024

This Office is in the process of finalizing the draft Mobile Payment Solutions Agreement and Mutual Confidentiality and Non-Disclosure Agreement with G-Xchange, Inc. (GXI), attached herewith for your reference, for the availment of its Mobile Payment Solutions Services. Included as part of the required documents to be submitted to GXI is the City Resolution authorizing the City Mayor to sign the abovementioned documents as well as the onboarding documents thereof.

All things having been found to be in order, we hereby endorse to your good office a copy of the said Mobile Payment Solutions Agreement and Mutual Confidentiality and Non-Disclosure Agreement with G-Xchange, Inc. for your review and, if found sufficient, for further endorsement to the Sangguniang Panlungsod for their appropriate action.

Thank you.

Respectfully yours,

  
ATTY. MARIUS D. SUMIRA  
Office of the City Legal Services

Approved by:

  
ATTY. KIM NYCA R. LOFRANCO  
City Legal Officer



## **MOBILE PAYMENT SOLUTIONS AGREEMENT**

This Mobile Payment Solutions Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") 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 office at 8F W Global Center, 30<sup>th</sup> corner 9<sup>th</sup> Avenue, Bonifacio Global City, Taguig, represented herein by its Vice President and Enterprise Group Head, **JOSE LUIS G. REYES**, and hereinafter referred to as "GXI";

-and-

The **CITY GOVERNMENT OF BACDOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor city, Cavite, represented herein by its city mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution no. \_\_\_\_\_, Series of 2024, hereinafter referred to as the "LGU";

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

### **WITNESSETH: That-**

**WHEREAS**, GXI, 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 under the GCash brand ("GCash Mobile Payment Solutions" or "GCash Service");

**WHEREAS**, LGU desires to accept payments from its customers through GCash Mobile Payment Solutions;

**WHEREAS**, the Parties now wish to set forth in this Agreement their rights and obligations with respect to the Services, as defined below, and other related transactions for their mutual benefit and protection.

Accordingly, the Parties agree as follows:

### **DEFINITIONS**

"**Applicable Law**" means the laws of the Republic of the Philippines, including but not restricted to, all laws, rules and regulations related to electronic money issuance, money remittance, mobile payments, and all applicable anti-money laundering, anti-fraud, anti-corruption and anti-bribery laws

"**Convenience Fee**" means the fee specified in Annex 1, inclusive of applicable taxes, chargeable by GXI for every transaction successfully processed by LGU and LGU's payor ("Payor") through the GCash Service. Notwithstanding anything contrary, the Convenience Fee shall be in addition to, and separate from, the amount due to the LGU. The Convenience shall be passed on to the Payor, and shall be deemed paid to GXI by the Payor.

"**Developer**" refers to the third-party vendor or system integrator that the LGU has authorized to integrate with GXI's system for payment processing.

"**Developer Fee**" means the fee approved by the LGU, inclusive of applicable taxes, representing the Developer's service fee charged to the Payor for every successful GCash Service transaction processed by the Payor through the Developer's system.



"Fraud" means an intentional deception made and/or conducted by either LGU, or its agents, branches, network outlets, whether acting individually, or together, or in collusion with a third party, for his or their personal gain, profit or some unfair or dishonest advantage, or to damage GXI, its subsidiaries or affiliates, relating to the processing, submission of illegitimate or fictitious transactions or abuse not consistent with the purpose for which the agreement and transactions were intended for. Fraud also includes fraudulent activities of Customers consistent with this definition. For purposes of this definition, LGU, its agents, and representatives managing and handling GCash services are assumed to be LGU's employees, OR agents.

"GCash Mobile Payment Solutions" means a payment facility that allows LGU to receive e-money from a customer's mobile wallet registered under GCash.

"One-Time Integration Fee" refers to a non-refundable fee for the technical support provided by GXI to facilitate integration and activation of GCash Service as specified in Annex 1.

"Payor" refers to the customer that will utilize the GCash Service in order to pay the LGU for corresponding government fees.

"Settlement Report" refers to the report generated by GXI listing the number of transactions successfully processed by GCash. This report refers to the settled transactions to the LGU or to the Developer. The Settlement Report also include the amount principal amount paid by the Payors to LGU and the Total Fees.

"Total Fees" means the sum of GCash Convenience Fee and the Developer Fee

"Unauthorized Use of Services" means any use of the GXI provided solutions not specifically and explicitly authorized or permitted in this Agreement and includes, but is not limited to anything not specifically authorized by GXI, in writing.

NOW, THEREFORE, contained herein, the Parties agree as follows:

1. **SCOPE OF SERVICES**

GXI shall provide LGU GCash Mobile Payment Solutions to accept payments from LGU's customers.

2. **EQUIPMENT PROVISIONING, OPERATION, MAINTENANCE, PERFORMANCE**

2.1. **Equipment Provisioning**

2.1.1 GXI and LGU shall provide, as necessary, certain equipment and facilities, under the following principles:

- a) Unless otherwise agreed, each Party shall provide its share of the necessary equipment and services on its own end for its own account.
- b) GXI will provide LGU with GXI's application program interfaces to enable LGU's equipment and systems to interact with GXI's integrated payments system.
- c) LGU shall provide any other software that it may require to facilitate the Service.
- d) Each Party shall, for its exclusive account, be responsible for developing and implementing its own security arrangements for its network/system. LGU agrees to allow GXI to conduct periodic Vulnerability Assessment & Penetration Testing (VAPT) scans upon reasonable notice. LGU agrees to timely carry out and carefully abide by all recommendations made by the tester and GXI. Neither Party shall be liable to the other for the failure of each Party to maintain the integrity of its network/system.

2.2 **Principles for Operation and Maintenance**

2.2.1. Equipment necessary to enable the service shall be operated and maintained in the following manner:

- facilitate the successful interface of LGU's equipment and systems with the systems and equipment of GXI and the Mobile Service Providers.
- b) In cases of service interruptions that are neither GXI network nor GXI system related, LGU shall immediately notify GXI and GXI partner support team as specified in Annex 3 ("GXI Support Team"), if such interruption has lasted for at least an hour.

### 2.3. Performance Review

- 2.3.1. LGU shall be periodically evaluated and audited based on its performance of its obligations under this Agreement and customer satisfaction. Evaluation may be conducted by GXI at its sole and exclusive discretion every month, and as often as may be necessary, based on the historical performance of LGU.
- 2.3.2 LGU shall be expected to maintain a minimum standard of service including, at all times, prominently display that GCash is a payment option at LGU sites in such a way that it is obvious to guests or customers that GCash Mobile Payment Solutions are accepted at such LGU sites.

## 3. FEES, SETTLEMENT, RECONCILIATION, TAX RECOGNITION

### 3.1. Fees

- 3.1.1. GXI shall collect the Convenience Fee for every successful payment made by the Payor through the GCash Service.
- 3.1.2. GXI reserves the right to change the Convenience Fee with thirty (30) days prior notice to LGU upon the occurrence of any of the following circumstances:
- a) Extraordinary inflation;
  - b) Changes in government taxes relevant to the GCash Service, or
  - c) Updates in the GCash Service and or offerings covered by this Agreement.
- 3.1.3. One-Time Integration Fee shall be paid within thirty (30) days from receipt of GXI billing statement. In the event that the LGU has nominated a Developer, the Developer Fee shall be remitted by GXI to the Developer directly. The Developer will provide a billing statement to GXI for remittance purposes. GXI shall remit the Developer Fees to the Developer within thirty (30) days from receipt by GXI of the Developer's billing statement.
- 3.1.4. The LGU shall ensure that the Developer shall not charge any other fees other than the Developer's Fee.

### 3.2. Settlement

- 3.2.1. GXI shall remit to LGU the following business day, through its nominated bank account, all of Payors' payment, net of the Total Fees and applicable taxes. In case of any error, or overpayment made by GXI ("Excess Amount"), GXI shall have the right to adjust future remittances to LGU to the extent of the Excess Amount.
- 3.2.2. GXI shall send the Settlement Reports accordingly:
- LGU Collections – daily, transaction plus 1 banking day
  - Developer Fees – every first week of the month
- 3.2.3. LGU may dispute the Settlement Report by way of a written notice addressed to GXI and GXI Support Team, not later than ten (10) days from its receipt of the Settlement Report. After the expiration of the ten (10) day period in the absence of any notice of dispute, the Settlement Report shall be considered as final.
- 3.2.4. The Parties shall in good faith settle all disputed amounts within thirty (30) days from the date that LGU notifies GXI of such dispute
- 3.2.5. If at the end of such thirty (30) day period, LGU and GXI are unable to resolve such dispute, a nationally recognized independent auditor, expert in financial and banking transactions of this nature (the "Auditor"), shall be appointed by mutual agreement of GXI and LGU. All costs related to such appointment shall be borne equally by both Parties. GXI and LGU shall promptly provide to the



3.2.6. The Auditor shall render a decision with regard to such dispute within thirty (30) days from the parties' submission thereof, and any decision of the Auditor with regard to such dispute shall be deemed final and binding. Each Party shall be responsible for its own costs associated with any dispute proceeding. If it is determined in accordance with the above procedures that underpayment was made by GXI, such amount shall be paid to LGU within ten (10) business days from the resolution of the dispute.

### **3.3. Fraudulent Activities**

- 3.3.1. GXI requires LGU to use all necessary efforts to prevent the occurrence of Fraudulent Activities while processing transactions using the GCash Mobile Payment Solutions. GXI shall not pay LGU for any transactions caused by Fraudulent Activities or Abuse or services or features not expressly authorized by GXI under this agreement. Notwithstanding anything to the contrary in this Agreement, in the event that GXI becomes aware of the occurrence of Fraudulent Activities, Abuse or unauthorized use of services, GXI shall consider any payment made pursuant to Fraudulent Activity or any suspicious transactions as Excess Payment as defined above. GXI shall inform LGU of the occurrence of Fraudulent Activities or unauthorized use of services and of the amount of the Excess Payment, as soon as practical.
- 3.3.2. If GXI reasonably believes that it has made an Excess Payment to LGU, then, GXI shall be entitled to deduct the Excess Payment from future payments to LGU. In the event that LGU disputes the existence or amount of any such Excess Payment, such dispute shall be settled by the Auditor pursuant to the procedures set forth in this Agreement above.
- 3.3.3. The foregoing shall be without prejudice to the right of GXI to disconnect the Services or block access thereto in the event it detects Fraud or Fraudulent Activity, as defined in clause 13 below, provided that GXI has provided LGU with written communication, in any form, of suspected Fraudulent Activity prior to, or if such prior communication is not reasonably practicable, immediately after such disconnection.
- 3.3.4. In the event that: (a) GXI (i) receives any complaint by a GCash user of any unauthorized or erroneous activity, or (ii) detects any unusual traffic or activity from LGU, a particular user, or group of users; and (b) after investigation, reasonably determines that such unauthorized or unusual activity was attributable to a wrongful act or negligence of LGU or its agents, then GXI shall have the right to set off against payments due to LGU, any costs to GXI resulting from such activity or traffic.
- 3.3.5. GXI's investigation and determination as to whether such complaint or activity amounts to Fraudulent Activity or unauthorized use of the services shall be final and conclusive. In the event that any such unauthorized or unusual activity is not due to any wrongful act of LGU, but is reasonably determined by GXI to be due to circumstances or results that were unanticipated by GXI and LGU at the time this Agreement was executed, GXI and LGU shall work together in good faith to resolve the issue.
- 3.3.6. GXI shall be entitled to set off any sums that LGU may owe GXI by virtue of this or any other Agreement between the Parties, against any payments due to LGU under this Agreement. GXI shall notify LGU of the set off at least two (2) business days prior to release of payment. LGU shall confirm or contest the existence of any existing obligation proposed to be set off in favor of GXI within one (1) business day from receipt of the notice to set off; otherwise, GXI shall implement the set off.

## **4. CUSTOMER SUPPORT**

- 4.1. For issues or concerns raised by a customer to LGU that require support from GXI, LGU will follow the process set out in Annex 3 which may be amended and updated by GXI from time to time with notice to LGU.

- 4.2 Any and all issues related to LGU's system and services shall be addressed by LGU independently. In case such issues impact the provision of GXI Services in any way, LGU shall inform GXI in writing within 24 hours.
- 4.3 As required or necessary, GXI shall assist LGU in the technical resolution or reconciliation of transaction information. GXI shall likewise address issues specific to GXI independently, with LGU assisting in any reconciliation of transaction information.

## **5. PARTIES' OBLIGATIONS**

- 5.1 LGU and GXI shall strictly comply with all Applicable Laws, rules and regulations relating to its business at its respective place or site of business. Any breach of a Party's obligations under clause 5 shall be a material breach of this Agreement and shall trigger the non-breaching Party's rights accordingly.
- 5.2 LGU undertakes to process and honor all successful transactions completed through GCash Mobile Payment Solutions at all times as stipulated in this Agreement, except in circumstances completely beyond the control of LGU and which LGU could not have reasonably anticipated and resolved.
- 5.3 LGU shall monitor all transactions taking place pursuant to this Agreement and shall additionally ensure effective monitoring of such transactions. LGU shall report in writing any and all suspicious transactions to GXI Support Team, within two (2) business days of the date of identification. Where LGU is unsure of the legitimacy of a transaction, it shall inform GXI Support Team, within two (2) business days.
- 5.4 LGU shall declare all representatives managing and handling GCash services to GXI.
- 5.5 LGU shall declare all sites where they will accept payments from customers using the GCash Mobile Payments Solutions.
- 5.6 LGU shall immediately terminate all involvement in any way related to GCash and GCash Services with identified abusive representatives managing and handling GCash services or partners within 24 hours from receipt of such request from GXI. LGU agrees that failure to do so shall give GXI the right to unilaterally deactivate/suspend any or all GCash services to LGU.
- 5.7 LGU commits to support any investigation of Fraud, abuse and/or potential abuse and provide GXI with any information GXI deems necessary to progress such investigation, including providing GXI with details of its employees, agents, or customers that LGU suspects of having committed Fraud or fraudulent acts.
- 5.8 LGU shall preserve all hard-copy and/or electronic records of their transactions with GXI for a period of five (5) years from the date of the transaction. LGU shall, promptly upon request of GXI, give GXI access to such records in whatever form they are contained (paper, electronic or otherwise), and if so required shall turn-over such records to GXI. Moreover, in the event GXI is required by the BSP or other competent authority or court to provide access to the transaction records in the custody of LGU, LGU shall promptly grant the representatives of the BSP, or other authority or court, the requested access.
- 5.9 LGU shall impose on its own employees, agents, and representatives managing and handling GCash services, and any related parties the same standards required of LGU under this Agreement. LGU shall likewise maintain and cause its employees, representatives managing and handling GCash services and any related parties to maintain, during the effective term of this Agreement, appropriate business practices, standards, procedures and controls with the objective of avoiding any adverse impact on the interests of both LGU and GXI.



- 6.1. The Initial Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue for one (1) year. Thereafter, this Agreement shall be automatically renewed for successive 1-year periods (each a "Renewal Term") subject to any amendments discussed and decided by both Parties. Any such amendments must be recorded in writing in order to be effective.
- 6.2. Either Party shall have the right to terminate this Agreement for convenience upon sixty (60) days written notice at any time.
- 6.3. This Agreement may be terminated for breach as follows:
- 6.3.1. 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 therefrom 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;
  - j) Recurring non-performance by LGU on its obligations or executing the services in bad faith;
  - k) LGU, or any or all of its agents and representatives managing and handling GCash services is engaged in any act which defrauds or may potentially defraud GXI, whether the same is punishable under law or not.
- 6.3.2. Either Party may rescind, terminate or cancel this Agreement effective immediately, by giving notice in writing to the other Party upon any of the following grounds:
- a) Abandonment of the Service or, without the prior consent of the other Party, assignment of the execution of the Services to others; or
  - b) A Party loses its license and is unable to fulfill its obligations under this Agreement.
- 6.4. Neither Party shall make any negative or adverse public announcements if the other Party terminates this Agreement or otherwise.
- 6.5. 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 9 (Liabilities; Limitation of Liability), Article 11 (Confidentiality), 14.8 (Governing Law) and Article 14.9 (Settlement of Disputes), and any accrued but unpaid financial obligations.

## **7. WARRANTIES**

- 7.1. Each Party represents and warrants that:
- a) it has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder;
  - b) it shall comply with its privacy policy;
  - c) it shall not engage in any fraud or any deceptive, misleading or unethical or unfair competition practices either by itself, its agents, or its representatives managing and handling GCash services;
  - d) it shall not act in any manner which conflicts or interferes with any existing material commitment or obligation of such Party;
  - e) that no agreement previously entered into by such Party will interfere with such Party's performance of its material obligations under this Agreement; and
  - f) it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.
- 7.2. LGU represents and warrants that it has all the necessary licenses and permits for its business, software and systems and that it does not, by entering into this Agreement, violate the intellectual property rights of any third party.
- 7.3. 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.

## **8. MUTUAL COOPERATION**

- 8.1. The Parties shall cooperate with each other in good faith, in order to achieve the objectives set forth in this Agreement.
- 8.2. LGU is committed to developing an anti-fraud culture and eliminating the opportunities for fraud, bribery, and corruption.
- 8.3. LGU, its agents, and its representatives managing and handling GCash services shall not tolerate fraud, bribery, and/or corruption of any kind. LGU shall seek to take disciplinary action against those found to have attempted to perpetuate and/or have perpetrated fraud and abuse.
- 8.4. LGU is committed to conducting business fairly, openly, and honestly and in accordance with the highest ethical and legal standards.
- 8.5. GXI may impose sanctions as stipulated in clause 13 in the event that GXI becomes aware of any violation of this clause. In the event that GXI chooses to impose sanctions, LGU can appeal GXI's decision by providing relevant documents with a reasonable explanation regarding the violation. GXI has the right to hold the balances in LGU's account up until the investigation is final. The result of GXI's investigation will be final and irrevocable.

## **9. LIABILITIES; LIMITATIONS OF LIABILITY**

- 9.1. Except for damages caused by the fault, misconduct or gross negligence of a party, LGU and GXI shall not be liable to the other for any damages arising out of or relating to:
- 9.1.1 Service interruptions, interoperability, interaction or interconnection of GXI's equipment and systems, with LGU'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, LGU, or by third parties; or through



fraudulent means or any other method by LGU's customers, users and third parties.

- 9.1.2. 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 of its obligations under this Agreement.
- 9.1.3. 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.

- 9.2. Each Party shall hold the other 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 attributable to the indemnifying Party. The Parties shall jointly work to address any such third-party claims.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Any and all copyright, industrial rights and intellectual property rights over any and all software, hardware, tools and materials (the "Materials") provided by the Parties and used, directly or indirectly, in the installation and provision of the services and facilities referred to in this Agreement, belong to and is owned exclusively by the Parties and/or its Licensors. Materials shall include, but not be limited to, the following:
  - a) The business model, trademarks, associated logos, business applications and processes;
  - b) All relevant specifications, routines, subroutines, techniques, systems, programs, methodologies, formulas, software, including those licensed or subcontracted from a third party, used in relation to the services, facilities subject of this Agreement;
  - c) User and system documentation;
  - d) Master and transaction data files; and
  - e) Any writing or work of authorship, regardless of medium, created or developed by the Parties in the course of performing the services or operations under this Agreement.
- 10.2. The Parties shall take all reasonable measures to protect each Party's copyright, industrial rights and intellectual property rights over the Materials

## 11. CONFIDENTIALITY

- 11.1. No public announcements of this Agreement or the transactions contemplated hereunder shall be issued or published, or caused or permitted to be issued or published, by either Party without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 11.2. Neither of the Parties shall disclose (i) the contents of this Agreement to any third party other than its professional advisers without the prior approval of the other Party or unless required to make such disclosure pursuant to any applicable law; (ii) any details or information about the other Party's business or activities or confidential or proprietary information of the other Party, 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.
- 11.3. If either 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

- 11.4. Each Party shall use its best efforts to ensure that its distributors, 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, including by having such distributors, agents and contractors execute a non-disclosure agreement if requested by GXI.
- 11.5. LGU must comply with the provisions of RA 10173 - otherwise known as the Data Privacy Act of 2012 and its Implementing Rules and Regulations, against unauthorized use and/or disclosure of all personal information that is processed, gathered and generated from the public through the GCash system. Likewise, LGU shall make necessary measures for the protection and handling of the data generated from these transactions.

## **12. DATA PRIVACY**

- 12.1. Parties shall comply with Annex 4 [*Data Privacy Agreement*].

## **13. IMPLICATION OF FRAUD**

- 13.1. In addition to the consequences stipulated in this Agreement and Applicable Laws, transactions processed through Fraud, suspicious transactions, or in the conduct of money laundering, terrorist financing, and proliferation financing (as defined under Applicable Laws) shall be revoked. Transactions processed not in accordance with the standard procedures agreed by the Parties as set out herein tantamount to having been committed with Fraud.
- 13.2. If Fraud is committed and/or participated in by a Party, the non-defaulting Party shall, at its election be entitled to the following remedies:
- a) Full recovery of actual and documented costs and expenses incurred by it on account of Fraud;
  - b) If GXI is the non-defaulting Party, blacklisting and deactivation of all GCash access and services of the individuals involved in the commission of Fraud;
  - c) Termination of this Agreement due to defaulting Party's material breach; and/or
  - d) Available remedies under Applicable Law.
- 13.3. Parties shall strictly implement anti-fraud measures in accordance with Applicable Laws to ensure that the GCash Services will not be used for, or will be in aid of, Unauthorized Services.

## **14. MISCELLANEOUS PROVISIONS**

### **14.1. Relationship of the Parties**

- 14.1.1 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 to each other is as independent contractors to the other.
- 14.1.2. No Party shall have any fiduciary obligations to the other arising out of the provision of the Services or this Agreement.
- 14.1.3. 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 Party, 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 Party.

#### 14.2. Assignment

LGU Party may not assign any of its rights and interest under this Agreement to any third person without the prior written consent of the other Party.

#### 14.3. Remedies, Waivers and Amendments

14.3.1. No failure to exercise nor any delay in exercising any right or remedy under this Agreement on either Party's part shall operate as a waiver thereof, except where specific time limits have been imposed elsewhere in this agreement, 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.

14.3.2. This Agreement shall not be modified or amended except as agreed by the Parties and as recorded in writing.

14.3.3. 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.

#### 14.4. Notices

14.4.1. Notices or communication to GXI under this Agreement shall be in writing and shall be delivered personally or transmitted by registered, hand written or electronic mail:

To GXI:

Name: Emilio Ylanan  
Account Manager  
G-Xchange, Inc.  
8 Floor, W Global Center,  
30th corner 9th Avenue  
Bonifacio Global City, Taguig City, 1634  
Email Address: emilioaugusto.ylanan@gcash.com

To LGU:

Name: **Hon. Strike B. Revilla**  
City Mayor  
City Government of Bacoor  
Address: Office of the City Mayor, 3/F Bacoor Government Center, Bacoor  
Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite  
Email Address:

14.4.2. All notices shall be deemed duly given on the date of receipt, for which proof must be submitted, if transmitted personally or transmitted by registered, hand written or electronic mail. Either Party may change its address for purposes hereof by giving notice to the other Party.

#### 14.5. Interpretation

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

14.5.2. 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.

#### 14.6. Secrecy and Other Laws



- 14.6.2. GXI shall not be required to disclose any information to LGU, or any Customer Information to any party, that in the process will violate any of the provisions of R.A. 10173 (The Data Privacy Act of 2012), 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 Anti-Money Laundering Council or the Securities and Exchange Commission.
- 14.6.3. LGU shall not be required to disclose any information to LGU 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. However, Parties agree that where GXI is conducting an investigation related to fraud or potential fraudulent activity, LGU as a part of the investigation shall provide GXI with such sensitive information as may be relevant and necessary for the effective conduct of the investigation. LGU agrees that it shall not reject reasonable requests for such information that is related to or a part of an investigation carried out by GXI.
- 14.6.4. GXI and LGU 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, LGU shall:
- 14.6.5. Retain all records of customers doing GCash transactions for a period of three (3) years.
- 14.6.6. Grant GXI access at any time, with adequate prior notice, to any records of GCash transactions.
- 14.7. Force Majeure**  
GXI or LGU shall not be liable or deemed to be in default hereunder for any delay or failure in the performance of any of its obligations under this Agreement resulting from any cause, beyond the control of GXI or LGU such as, acts of God, acts of public enemy, acts of the government, civil or military wars, fires, floods, earthquakes, natural disasters, epidemics, quarantine restrictions, unanticipated strikes and freight embargoes.
- 14.8. Governing Law**  
This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- 14.9. Settlement of Disputes**
- 14.9.1. Any dispute arising between the Parties hereto in respect of the interpretation of this Agreement and the performance of obligations hereunder shall be settled amicably by mutual consultations as far as practicable.
- 14.9.2. In the event that the Parties are unable to settle disagreements within thirty (30) days of mutual consultation, they have the right to refer all differences and disputes arising from this Agreement for adjudication and determination of issues in the court of appropriate jurisdiction in Taguig City, Philippines.
- 14.10. Entire Agreement**  
Except for the Mutual Confidentiality and Non-Disclosure Agreement executed between the Parties, this Agreement constitutes the entire agreement of the Parties as to its subject matter and supersedes all prior agreements, understandings and negotiations, written or unwritten, as to such subject matter.
- 14.11. Severability**  
If any provision of this Agreement, or the application thereof to any Party hereto, is held illegal, null, void, unenforceable or otherwise invalid by any law, decree,

and to this end the Parties agree that the provisions of this Agreement are and shall be severable, provided that if such invalidated provision is deemed essential by any Party or if such invalidation affects any other provision deemed essential by any Party to the satisfactory performance of this Agreement, then, upon written notice being given by such Party to the other Party, the Parties shall promptly negotiate in good faith to the end that this Agreement may be amended in such manner as may be necessary to make it fair and equitable to both Parties.

**14.12. Sanctions and Penalties**

In addition to the other rights available to GXI under this Agreement and Applicable Laws, GXI shall ensure that LGU and its agents comply with the agreed scope of GCash Services to be offered to the public as indicated in Article 1 as well as the implementation of the proper processing of GCash transactions. GXI shall:

- a) Check and monitor LGU's GCash account;
- b) Conduct audit in relation to the use of GCash Mobile Solution;
- c) Suspend or deactivate access to GCash Mobile Solution or terminate this Agreement if GCash Mobile Payment Solutions are used not in accordance with its intended purpose.

**14.13. Entire Agreement**

This Agreement and accompanying Annexes shall contain the entire understanding between the Parties and supersedes any prior understanding and agreement between the Parties with regard to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understanding, verbal or written, between the Parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein. Any amendment or revision of this Agreement shall be in writing and signed by both Parties.

- 14.14. Counterparts and Electronic Signing.** This Agreement may be executed in any number of counterparts but all such counterparts together shall constitute one and the same instrument, provided that neither Party shall be bound to this Agreement until both Parties have executed a counterpart. A signature page signed by a Party and sent by facsimile machine or e-mail to the other Party shall be deemed to be valid as an original signature page. This Agreement may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the Parties. If this Agreement shall be executed electronically, the best evidence of this Agreement shall be a copy of this Agreement bearing an electronic signature, in portable document format (.pdf) form, or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document

**WHEREFORE**, the duly authorized representatives of the Parties hereby accept and agree to the terms and conditions of this Agreement on the date indicated below in the City of Taguig.

For and on behalf of  
**G-XCHANGE, INC.**  
By:

For and on behalf of  
**CITY GOVERNMENT OF BACOR**  
By:

**JOSE LUIS G. REYES**  
*Vice President and*  
*Head of Enterprise & Public Sector*  
Date signed: \_\_\_\_\_

**STRIKE B. REVILLA**  
*City Mayor*  
Date signed: \_\_\_\_\_

Witnesses:

**ROSEMARIE ABARQUEZ**

*Public Sector Group Head*

Date signed:

**LODGENE ASUNCION**

*OIC, E-Governance Department*

Date signed:

**EMILIO AUGUSTO YLANAN**

*Account Manager for Public Sector*

Date signed:



**ANNEX 1  
TERMS OF SETTLEMENT OF PAYMENT**

**1. FEES**

Fees for a single GCash Service transaction:

Type of Fees	Amount
Amount payable by Payor to LGU	Php 1,000.00
Convenience Fee	Php 10.00 passed on to user
Developer Fee (if present)	Max. Php 20.00
Total Amount Deducted from User	Php 1,035.00

**2. Settlement Facilities**

Payment transactions made to LGU shall be remitted to LGU bank account below:

Settlement Bank / Branch Address	LBP Imus
Deposit Account Name	City of Bacoor - Linkbiz
Deposit Account Number	1421-1167-30
Swift Code	

**3. Settlement Frequency and Settlement Report Frequency**

Please tick with "X" in the table below, the period LGU expects to settle amounts with GXI and receive Settlement Reports from GXI:

Particulars	Daily	Weekly	Monthly
Settlement Period	X		
Settlement Report Period	X		
Email Recipient of Reports			

**ANNEX 2  
LGU SITES**

Payments shall be accepted through GCash Mobile Payment Solutions at the following websites and/or mobile applications owned or operated by LGU or its representatives managing and handling GCash Service. LGU must receive approval from GXI for any additional websites:

Website/Application Name	Website/Application URL	Nature of Business
Bacoor Online System Solution (BOSS)	boss.bacoor.gov.ph	Government

**ANNEX 3  
CUSTOMER SUPPORT**

For any technical or customer related concerns encountered by LGU, the authorized representative of LGU may raise these issues to the GCash partner support team by sending an electronic mail to [payonline@mynt.xyz](mailto:payonline@mynt.xyz).

Our partner support team, may at times, reach out to LGU for any technical or customer related issues raised by either LGU or by the customer. LGU agrees to respond within a 24-hour period and will be the agreed service level agreement between GXI and LGU.

For concerns related to refunds or reversals, if no response has been received within 7 calendar days, LGU gives consent and rights to GXI to refund or reverse the transactions related to the raised concern; provided, that refund or reversal of payments shall be in accordance with industry practice and compliant with applicable laws.

GXI shall reach out to LGU through the below details provided by LGU:

	<b>Full Name &amp; Designation</b>	<b>Mobile Number</b>	<b>Email Address</b>
POC to receive Customer Refund Escalations and Customer Complaints	<b>Elisa N. Gregorio</b>	<b>0961-012-4845</b>	<b>lizmendoza0931@gmail.com</b>
POC to receive GCash Downtime Notice and other advisories	<b>Rona Grace G. Torrijos</b>	<b>0917-969-1302</b>	<b>chingchong78@gmail.com</b>
POC for Tech Concerns	<b>Lodgene Asuncion</b>	<b>0917-508-1394</b>	<b>lodgene@gmail.com</b>
Account Manager assigned to GCash (if applicable)	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**ANNEX 4**  
**DATA PRIVACY AGREEMENT**  
*(formerly Data Privacy Implementing Agreement)*

This Data Privacy Agreement, including all Annexes, (the "Agreement") dated [REDACTED] ("Effective Date") is entered into by and between LOCAL GOVERNMENT UNIT OF BACOR ("CLIENT") and G-XCHANGE, INC. ("VENDOR"), (CLIENT and VENDOR hereafter referred to as the "Parties") who agree as follows:

- A. LGU/CLIENT: LOCAL GOVERNMENT UNIT OF BACOR
- B. VENDOR: G-XCHANGE, INC.
- C. PURPOSE AND TYPES OF PERSONAL DATA

In relation to the Mobile Payment Solutions Agreement dated [REDACTED] between CLIENT and VENDOR, this Data Privacy Agreement is executed to enable the VENDOR to collect and/or process Personal Data of Data Subjects, subject to the terms and conditions in Annex 1, and consistent and limited to the purpose and types of Personal Data as specified in Annex 2 of this Agreement.

In case processing of Personal Data by the VENDOR would be needed for further projects or services other than those listed in Annex 2, such that (1) new or additional Personal Data will be collected and/or processed, and/or (2) the purposes and data use are not the same as those in Annex 2, the Parties may execute an amended Annex 2 to update the details therein.

**D. TERM OF AGREEMENT**

This Agreement shall commence as of Effective Date, and shall expire on the End Date of the last Project as provided in Annex 2 (or amended Annex 2, when applicable).

The VENDOR warrants to maintain and observe the CLIENT's personal data and security policies, and agree that this Agreement may be suspended if, despite due diligence, the CLIENT is exposed to a Security Incident, a Personal Data Breach, and/or an investigation conducted by the National Privacy Commission.

**E. DATA PROTECTION OFFICER (DPO)**

LGU  
Name: LODGENE ASUNCION  
Email: lodgene@bacoor.gov.ph  
Address: [REDACTED]

Vendor:  
Name: Kevin Moises Cabusora  
Email: kevinmoises.cabusora@gcash.com  
Address: 8th Floor W Global Center  
9th Avenue corner 30th Street  
Bonifacio Global City, 1634 Taguig City  
Metro Manila, Philippines

In case of any change in the details of their respective DPOs set out above, both Parties undertake to notify the other Party in writing at least [15 days] before the effectivity of any such change.

**F. TERRITORY**

The Parties agree that Personal Data collection, use, and storage will be restricted to Philippine territory or known and agreed location specifically Metro Manila, Philippines.



**ANNEX 1  
TERMS AND CONDITIONS**

**ARTICLE 1 DEFINITIONS**

The following terms shall be defined as follows:

- 1.1 **Client Personal Data** refers to Personal Data that the CLIENT discloses to the VENDOR, or which the VENDOR processes or possesses on behalf of the CLIENT, or the VENDOR otherwise obtains as a result of, or in connection with, this Agreement;
- 1.2 **Commission** refers to the National Privacy Commission of the Philippines or the NPC;
- 1.3 **Consent** refers to any freely given, specific, informed indication of will, whereby the Data Subject agrees to the collection and processing of his or her personal, sensitive personal, or privileged information. Consent shall be evidenced by written, electronic or recorded means. It may also be given on behalf of a Data Subject by a lawful representative or an agent specifically authorized by the Data Subject to do so;
- 1.4 **Data Privacy Act of 2012 ("DPA")** refers collectively to Republic Act No. 10173 of the Philippines, the corresponding Implementing Rules and Regulations ("IRR") of Republic Act No. 10173, any amendment to Republic Act No. 10173 or the IRR, and issuances of the NPC;
- 1.5 **Data Protection Officer** refers to an individual designated by each Party, as provided in Clause E of this Agreement, who is accountable for compliance with the DPA, its IRR, and other issuances of the NPC;
- 1.6 **Data Subject** refers to an individual whose personal, sensitive personal, or privileged information is processed;
- 1.7 **Personal Data** refers to either of the following:
  - 1.7.1 **Personal Information** refers to 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; or
  - 1.7.2 **Sensitive Personal Information** refers to personal information:
    - a. About an individual's race, ethnic origin, marital status, age, color and religious, philosophical or political affiliations;
    - b. About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings;
    - c. Issued by government agencies peculiar to an individual which includes, but is not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
    - d. Specifically established by an executive order or an act of Congress to be kept classified
- 1.8 **Personal Data Breach** refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed;
- 1.9 **Personal Information Controller ("PIC")** refers to the party who controls the processing of Personal Data, or instructs another to process Personal Data on its behalf. There is control if the party decides on what information is collected, or the purpose or extent of its processing. For purposes of this Agreement, the CLIENT shall be the PIC;
- 1.10 **Personal Information Processor ("PIP")** refers to any natural or juridical person or any other body to whom a Personal Information Controller may outsource or instruct the processing of Personal Data pertaining to a Data Subject. For purposes of this Agreement, the VENDOR shall be the PIP;
- 1.11 **Personnel** shall refer to the directors, employees, agents, consultants, successors, and assigns, or otherwise acting under the authority of the VENDOR as provided in Section 4 of this Agreement;
- 1.12 **Processing** refers to any operation or any set of operations performed upon Personal Data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing may be performed through automated means, or manual processing, if the Personal Data are contained or are intended to be contained in a filing system; and,
- 1.13 **Security Incident** refers to an event or occurrence that affects or tends to affect data

includes incidents that would result to a personal data breach, if not for safeguards that have been put in place.

## **ARTICLE 2 RESPONSIBILITIES OF THE PARTIES**

2.1 The Parties agree, represent, and warrant that:

2.1.1 The execution of this Agreement is pursuant to and in compliance with the DPA and applicable data privacy laws, which require the execution of data sharing agreements in cases of Data Sharing for commercial purposes.

2.1.2 This Agreement shall be available for review by the Commission on its own initiative or upon a complaint of a Data Subject in accordance with the DPA and applicable data privacy laws. A copy of this Agreement shall also be provided by the PIC to a Data Subject upon the latter's written request.

2.1.3 Each Party shall be responsible for addressing (a) any information request made to it as PIC; (b) any complaint filed by a Data Subject; or (c) any investigation conducted by the Commission, provided that, the Commission shall make a final determination as to which PIC is liable for any breach or violation of the DPA, its IRR, or any applicable issuance of the Commission.

2.1.4 The DPO of each Party will be the first port of call for questions about this Agreement, any complaint filed by the Data Subject, and/or investigation by the National Privacy Commission. If there is a problem such as a potential information security breach, the relevant DPO must be contacted.

2.2 The responsibilities of the CLIENT as the PIC are as follows:

2.2.1 As a PIC of the Personal Data in their original possession, such PIC shall warrant and be responsible for (a) ensuring it collects the Personal Data lawfully and in accordance with the requirements of the DPA and applicable data privacy laws; (b) obtaining the necessary prior consent of the Data Subject over the collection of their Personal Data; (c) duly informing the Data Subject of the fact and details of the outsourcing of the processing of their Personal Data through an adequate privacy notice; (d) obtaining the consent of the Data Subject for the outsourcing of the processing of their Personal Data under this Agreement, except where such consent is not required for the lawful processing of personal data, as provided by law; the form and manner of the consent is described in Annex 2 (or amended Annex 2, when applicable); (e) apprising the Data Subject of the nature, purpose, and extent of the processing of his or her Personal Data, including the identity of PIC; and of his or her rights as a Data Subject, and how these rights can be exercised

2.2.2 The PIC shall be responsible for the quality of the Personal Data being shared. The DPO of CLIENT shall take into account existing controls in the collection and processing of Personal Data that will be shared in order to give reasonable assurance that it is accurate and up to date. Adequate care must be undertaken specifically for Sensitive Personal Information.

2.3 The responsibilities of the VENDOR as the PIP are as follows:

2.3.1 It undertakes that it will not, at any time, whether during the course of, or after the Term of this Agreement, exploit or modify any Personal Data of any person.

2.3.2 The VENDOR shall assist the CLIENT, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights.

2.3.3 The VENDOR shall immediately inform the CLIENT if, in its opinion, an instruction infringes the DPA and its IRR, and any other issuances of the Commission.

## **ARTICLE 3 ORGANIZATIONAL, TECHNICAL, AND PHYSICAL SECURITY MEASURES**

3.1 Both Parties shall have in place appropriate organizational, technical, and physical security measures that protect Personal Data from Security Incidents and Personal Data Breaches. The VENDOR shall implement security measures which include at least:

3.1.1 Measures to securely dispose of the Personal Data, taking into account available technology so that such information cannot be practicably read or reconstructed,

3.1.2 Implementing logging and auditing techniques for access to Personal Data processes,

3.1.3 Use of anonymization, pseudonymization, and encryption of Personal Data as

3.2 The VENDOR shall ensure that Personal Data is backed up on a regular basis, and that any backup is subject to security measures as necessary to protect the confidentiality, integrity, and availability of Personal Data.

3.3 Both parties shall use Advanced Encryption Standard with key size of 256 bits (AES-256), or a more appropriate encryption standard, for the Client Personal Data, whether at rest or in transit.

#### ARTICLE 4 PERSONNEL

4.1 The VENDOR shall ensure that access to Personal Data is limited only to its Personnel who need access only for purposes of this Agreement.

4.2 The VENDOR shall ensure that its Personnel engaged in the Processing of Client Personal Data are informed of and understand the confidential nature of the Client Personal Data and are subject to obligations of confidentiality, and that such obligations survive the termination of that Personnel's engagement or relationship with each Party.

#### ARTICLE 5 DATA SUBJECT ACCESS RIGHTS

5.1 The Parties recognize that Data Subjects have express rights under the DPA and applicable data privacy laws which provide for the protection and confidentiality of their Personal Data. Data Subjects have a right to see what Personal Data is held about them, and to know why and how it is processed. Any inquiry or request of Personal Data by a Data Subject can be made by submitting a written request with the Data Protection Officers named in Clause E of this Agreement.

5.2 The CLIENT, as a Personal Information Controller, has an obligation to respond to any request or complaint by a Data Subject. However, any request made to the VENDOR should be honored by them.

5.3 The CLIENT, with the assistance and cooperation of the VENDOR as necessary, shall rectify the complaint by any Data Subject within fifteen (15) days from receipt of any such complaint. The Data Subject shall be given a response in writing describing how the complaint was rectified and how the situation complained of will be avoided moving forward.

#### ARTICLE 6 BREACH MANAGEMENT AND NOTIFICATION

6.1 The VENDOR shall implement policies and procedures for guidance of its Personnel in the event of a Personal Data Breach, including but not limited to:

6.1.1 A procedure for the timely discovery of a Personal Data Breach, including the identification of person or persons responsible for regular monitoring and evaluation of Personal Data Breach;

6.1.2 Clear reporting lines in the event of a Personal Data Breach, including the identification of a person responsible for setting in motion the Personal Data Breach incident response procedure, and who shall be immediately contacted in the event of a possible or confirmed Personal Data Breach.

6.2 The VENDOR shall have the manpower, system, facilities and equipment in place to properly monitor access to Client Personal Data, and to monitor and identify a Personal Data Breach. If the VENDOR becomes aware of any Personal Data Breach on its Personnel, premises, facilities, system, or equipment, it shall:

6.2.1 Notify the CLIENT of the Personal Data Breach by written notification or notification to the CLIENT's DPO counterpart via email from knowledge or discovery thereof. The notification shall at least specify (a) the time, date, location, and description of the breach, including a description of affected and/or potentially affected Personal Data; (b) the categories and approximate number of Data Subjects and records concerned; (c) assessment of the likely consequences of the breach; and (d) measures taken and/or to be taken to mitigate the consequences of the breach;

6.2.2 Investigate the Personal Data Breach and provide the CLIENT with information about the Personal Data Breach, and apprise the CLIENT of any additional information related to the Personal Data Breach that may become available after initial notification; and

6.2.3 Take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach, and undertake immediate action to prevent a repeated occurrence of the breach.

6.3 The parties shall cooperate with each other on incident investigation requirements for any



## **ARTICLE 7 RETENTION PERIOD OF PERSONAL DATA**

7.1 The **VENDOR** should only process and retain Client Personal Data for the duration of this Agreement, and Client Personal Data shall be deleted upon expiry thereof. Specific justification approved by the **CLIENT**, in writing, is required for processing of Client Personal Data beyond this period.

7.2 If a complaint is received about the accuracy of Client Personal Data which affects Personal and/or Sensitive Personal Information shared with the **VENDOR**, revised Client Personal Data will be communicated to the **VENDOR**. The **VENDOR** must immediately replace the outdated data with the revised data.

7.3 The Retention Period for specific Personal Data shall be as provided in Annex 2 (or amended Annex 2, as applicable). At the end of the applicable Retention Period, the Personal Data shall be deleted in accordance with Article 9 herein, unless further agreement is given.

## **ARTICLE 8 RETURN OR DESTRUCTION OF PERSONAL DATA**

8.1 Upon **CLIENT**'s request, or the expiration or termination of this Agreement, **VENDOR** shall, without undue delay:

8.1.1 Return all Client Personal Data in any recorded form including any other property, information, and documents provided by the **CLIENT**;

8.1.2 Destroy all copies of Client Personal Data and any other property, information and documents if requested by the **CLIENT**. For print-outs or other tangible formats, the document will be shredded. For data in electronic form, the document must be permanently deleted, wiped, overwritten, or otherwise made irretrievable; and,

8.1.4 Deliver to the **CLIENT** a certificate confirming the **VENDOR**'s compliance with the return or destruction obligation under Article 9 of this Agreement, if requested by the **CLIENT**.

8.2 In cases where the **CLIENT** receives a request from its customers for the deletion of Client Personal Data under the custody of the **VENDOR**, the **CLIENT** shall forward this request to the **VENDOR** and the **VENDOR** shall have a process to accommodate this request.

8.2.1 The **CLIENT** shall have the sole responsibility of determining the validity of the request for deletion and shall only forward valid requests for deletion to the **VENDOR**.

8.2.2 Upon receiving the request for deletion, the **VENDOR** shall proceed with deleting the subject Client Personal Data, and thereafter email the **CLIENT** confirming such deletion.

**ARTICLE 9 LIABILITIES.** The compensation for any liability incurred by either of the Parties as a result of the failure or refusal to perform any obligation under this Agreement, or the breach of any of the warranties and representations made herein, shall be governed by the pertinent provisions of the Main Agreement.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

10.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the Parties whether written or oral, including all other communications with respect to the subject matter hereof.

10.2 **Amendment and Modification.** This Agreement may not be amended or modified except in writing, dated and signed by both Parties.

10.3 **Separability Clause.** If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.

10.4 **Legal Capacity of Representatives.** Each Party represents and warrants to the other Party that its representative executing this Agreement on its behalf is its duly appointed and acting representative and has the legal capacity required under the applicable law to enter into this Agreement and bind it.

10.5 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines, without regard to any conflicts of law

shall be in the courts of Taguig City. The Parties hereby consent and submit to the exclusive jurisdiction and venue of those courts.

**10.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement.

**10.7 Electronic Signatures.** This Agreement may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the Parties. If this Agreement shall be executed electronically, the best evidence of this Agreement shall be a copy of this Agreement bearing an electronic signature, in portable document format (.pdf) form, or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

**ANNEX 2  
PURPOSE AND TYPES OF PERSONAL DATA  
PROJECT 1**

Name of Project: \_\_\_\_\_

For all Personal Data subject of Project 1, the parties agree to the following Purpose, Types, and Retention Period:

1. The purpose of this Agreement is to \_\_\_\_\_
2. The objective of sharing the personal information is to \_\_\_\_\_
3. The types of Client Personal Data to be processed by the VENDOR are as follows:

Sharing Party: LGU NAME

The Party responsible for securing consent of Data Subjects: \_\_\_\_\_  
 The consent of the Data Subject was obtained through the following means: online application or online registration

Type of Personal Data	Category of Data Subjects	Purpose	Manner/Mode of Data Transmission
Personal Information: First Name Middle Name Last Name Contact Number Birthdate Complete Address	Employees, job applicants, contractors, debtors, customers, taxpayers	Processing of business tax applications, real-property tax, building permit and other government services across different city government departments; Integrated Computer System	Electronic email or application system
Sensitive Personal Information: Age Nationality Religion Education, Gender, Health status, Tax Declaration Number Business Tax Number	Employees, job applicants, contractors, debtors, customers, taxpayers	Processing of business tax applications, real-property tax, building permit and other government services across different city government departments; Integrated Computer System	Electronic email or application system

4. The Retention Period of the Client Personal Data under this Project 1 shall be co-terminus with Project 1, which ends on \_\_\_\_\_ or such date as may be agreed by the parties in writing ("End Date"). However, this shall be without prejudice to the retention of Client Personal Data if the retaining party is required under the law to preserve such Client Personal Data, or if the retention is pursuant to the prosecution or defense of any present or anticipated claims.



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into by G-Xchange, Inc. and the Second Party named hereunder, who agree as follows:

A. G-XCHANGE, INC.

G-XCHANGE, INC. (GXI), a corporation duly organized and existing under the laws of the Republic of the Philippines, with business address of W Global Center, 7<sup>th</sup> Avenue corner 30<sup>th</sup> Street, Bonifacio Global City, 1634 Taguig City, Philippines.

B. Second Party

a corporation/partnership/sole proprietorship duly organized and existing under and by virtue of the laws of the \_\_\_\_\_, with office address at \_\_\_\_\_

C. Description of Potential Transaction

\_\_\_\_\_ (the "Potential Transaction")

D. Entire Agreement

This Mutual Confidentiality and Non-Disclosure Agreement and Terms and Conditions stated herein constitute the entire agreement of the parties and shall govern their relationship.

TERMS AND CONDITIONS

ARTICLE 1 CONFIDENTIAL INFORMATION

All communications or data in any form, whether tangible or intangible which are disclosed or furnished by any director, officer, employee, agent, consultant, successor or any representative or business associate of any party herein, including their affiliates and subsidiaries, hereinafter "Disclosing Party") to the other Party, including their affiliates and subsidiaries, (hereinafter "Receiving Party") and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential. Confidential information shall include but not be limited to, products or planned products, processes and/or procedures, technological achievements and inventions, databases and potential customers, business prospects, financial statements and information, legends related and corporate plans, investor activities, future plans of both parties, and other information deemed proprietary or confidential by the Disclosing Party or any other major officer of the Disclosing Party may have any interest whatsoever. Confidential Information should be marked with a restrictive legend of the Disclosing Party. If Information is not marked with such legend or is disclosed orally the information will be considered as confidential at the time of disclosure. This Information will be considered confidential if there are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the Confidential Information. Confidential Information will be disclosed either:

- a. in writing,
- b. by delivery of items
- c. by creation of access to information, such as may be in a database, or
- d. by oral or visual presentation

Confidential information shall also include any materials, information, processes, plans, and procedures created by the Disclosing Party as, and deemed under applicable law to be, trade secrets ("Trade Secret").

ARTICLE 2 EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

The term Confidential Information does not include information which:

- a. has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- b. prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- c. subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or
- d. is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- e. is disclosed with the written approval of the other party or after the applicable period of confidentiality pursuant to Article 4 that applied.

ARTICLE 3 DATA PRIVACY

In any case where Recipient will access, handle or use any data that relates to or identifies any natural person ("personal data") in connection with its dealing with GXI, Recipient will:

- a. access, handle, and use such personal data only as needed under this Agreement or in order to comply with applicable laws or court orders;
- b. follow any instructions provided by GXI to Recipient relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, and disclosure of personal data;
- c. maintain commercially reasonable policies and procedures to protect the privacy, integrity, and confidentiality of such personal data;
- d. notify GXI immediately, which in all cases shall not be more than 30 days from occurrence or discovery thereof, in the event of any breach of the security of such personal data, and cooperate with GXI in any post-breach investigation or remediation efforts;
- e. notify GXI promptly in the event that Recipient is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any such personal data to any person other than GXI or another successor company GXI;
- f. return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from GXI; and
- g. comply with the Data Privacy Act of 2012 and its implementing Rules and Regulations.

ARTICLE 4 DURATION OF THIS AGREEMENT

This Agreement shall expire 365 (311) days from the date hereof or upon the termination of the evaluation or pursuit of the Potential Transaction or by a Party's one month written notice of termination of this Agreement to the other. Provided, however, that the Receiving Party's obligations with respect to the Confidential Information shall survive for 365 (311) days following the date of such termination of this Agreement (the "Term").

ARTICLE 5 RESTRICTIONS ON USE: NO GRANT OF RIGHTS

Each party agrees to use the Confidential Information received from the other party only for the purposes of the Potential Transaction in Clause C.

The Receiving Party agrees, for itself, its subsidiaries, and affiliates, and its and their respective directors, employees, agents, consultants, successors, and assigns, to (a) keep all Confidential Information regardless of whether it is specifically marked confidential or not) in strict confidence; (b) transmit the Confidential Information only to its respective agents, consultants, and employees on a need-to-know basis and other such one of them has agreed to be bound by the terms and conditions of this Agreement and not to disclose the same except as provided herein; (c) not to directly or indirectly use, copy, digitize, or summarize any Confidential Information except as provided in this Agreement; and (d) not to disclose any Confidential Information to any other party without the prior written consent of the Disclosing Party. The Receiving Party expressly agrees not to use the Confidential Information to gain or attempt to gain a competitive advantage over the Disclosing Party.

The Receiving Party will not permit copies of the Confidential Information to be made without the express written consent of the Disclosing Party. Copies shall be deemed confidential and in all respects subject to the terms of this Agreement.

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

If requested by the Disclosing Party, the Receiving Party shall acknowledge receipt of any Confidential Information by signing receipts, installing documents, or any other means that the Disclosing Party may reasonably request.

Except for purposes of the Potential Transaction stated in Clause C, the Receiving Party will not permit copies of the Confidential Information to be made without the express written consent of the Disclosing Party. Copies shall be deemed confidential and in all respects subject to the terms and conditions of this Agreement.

No other rights, and particularly no license and no assignment of intellectual property rights including copyright, patent rights, design rights, trade marks, and trade name protection rights, are implied or granted under this Agreement. Neither Party shall make use of any bilateral business relationship between them for the purpose of their own advertisement.

### ARTICLE 6 PROPERTY OF DISCLOSING PARTY

All Confidential Information unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended herein, except as may be required by applicable law or legal process.

If the Receiving Party is requested by a Governmental entity or other third party to disclose any Confidential Information, it will promptly notify the Disclosing Party to allow the latter to seek a protective order to take other appropriate action at its sole cost and expense of the Disclosing Party. The Receiving Party will also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assistance that confidential sources will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the Confidential Information as required by law to be disclosed. The Receiving Party will advise and consult with the Disclosing Party and its counsel as to such disclosure and the nature and extent of such disclosure, and the Receiving Party will use its best efforts to obtain confidential treatment therefor.

### ARTICLE 7 SAFEGUARDING

The Receiving Party shall use the same care to avoid disclosure or unauthorized use of the Confidential Information as it uses to protect its own confidential information but in no event less than reasonable care. It is agreed that:

- Confidential Information shall be retained by the Receiving Party in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement, and
- Confidential Information will be disclosed only to each party's respective employees who are involved in the Potential Transaction and to third party consultants or advisers who have been engaged for the purpose of executing the Potential Transaction, which the Disclosing Party has prior notice of such engagement, provided that in the event of such disclosure to any third person or entity not employed or retained by the Receiving Party, the Receiving Party shall nonetheless remain liable for any unauthorized disclosure by such person or entity.

It is further agreed that the Receiving Party shall ensure that all of its employees and consultants (including employees and consultants of its parent, subsidiaries and affiliates) having access to Confidential Information adhere to the terms and conditions of this Agreement as if they were parties hereto.

### ARTICLE 8 RETURN OF CONFIDENTIAL INFORMATION

All Confidential Information, including but not limited to copies, summaries, extracts, outlines or other reproduction thereof, shall be returned, within seven (7) days from receipt of notice, to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and in any event, upon termination of this Agreement.

Further, in any event if any third party Receiving Party ceases to have an active interest in the Potential Transaction, it will immediately return to the Disclosing Party all copies of written, typed or audio-visual recorded Confidential Information in its possession and provide not to retain any such copies. That portion of Confidential Information which consists of analyst, completion, forecasts, studies or other documents prepared by the Receiving Party, its consultants, agents or employees will be destroyed immediately upon the Disclosing Party's request or at the expiration of this Agreement, and any verbal Confidential Information will continue to be subject to the terms and conditions of this Agreement. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that it has complied with the obligations set forth in this paragraph.

### ARTICLE 9 NO OBLIGATION TO CONTRACT

This Agreement does not constitute a proposal or offer for any specific business relationship between the parties, and is only intended to bind the parties to the confidentiality and proper use of the Confidential Information.

Nothing in this Agreement shall impose any obligation upon either Party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein. Neither Party shall have any obligation to the other for any such action the other Party may take or refrain from taking based on or otherwise attributable to any information (whether or not comprising Confidential Information) furnished to such other Party hereunder.

### ARTICLE 10 REMEDY AGAINST DEFAULTING PARTY

The parties acknowledge and agree that disclosure, divergence, or unauthorized use of the Confidential Information could damage the Disclosing Party and that such Disclosing Party, therefore, has a strong interest in protecting the Confidential Information by all legal means.

A party violating its obligations under this Agreement shall fully indemnify the other for all damages caused by such breach. Moreover, because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach of the Agreement in addition to all monetary or other remedies available at law or in equity.

### ARTICLE 11 NO REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and the Receiving Party agrees that the Disclosing Party and its employees and agents shall have no liability to the Receiving Party resulting from any use of the Confidential Information.

However, the disclaimer shall, in and of itself, not apply to or limit any specific agreement with the Disclosing Party duly expressed in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any Confidential Information and as to any conclusions to be drawn therefrom, and will not charge the Disclosing Party with liability for any damages resulting from mistakes, inaccuracies, or omissions contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligations to provide any party with access to any specific or additional information.

### ARTICLE 12 NON-WAIVER; REMEDIES CUMULATIVE

Any failure of either party to insist upon the strict performance of any term or condition of this Agreement shall not be deemed a waiver of any of the party's rights or remedies, including the right to insist on the strict performance of the terms. No waiver or other modification to this Agreement shall be valid unless it is in writing and is signed by the parties.

The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies, which any of the parties would otherwise have.

### ARTICLE 13 NO PUBLICITY

Neither Party hereto shall in any way or in any form disclose publicly or otherwise in any manner the disclosures that give rise to this Agreement, nor the discussions or negotiations covered by the Agreement, without the prior written consent of the other Party.

### ARTICLE 14 INTERPRETATION AND AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It excludes and supersedes everything else which has occurred between the parties whether written or verbal, including all other communications with respect to the subject matter hereof. The headings of Clauses shall not affect their interpretation.

This Agreement may not be amended or modified except in writing.

This Agreement shall not be construed in favor of or against any party but shall be construed equally as to both parties.

### ARTICLE 15 SEPARABILITY CLAUSE

If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of the Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof. This Agreement may be executed in two or more counterparts copies, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

### ARTICLE 16 LEGAL CAPACITY OF REPRESENTATIVES

Each party represents and warrants to the other party that its representatives executing this Agreement on its behalf is its duly appointed and acting

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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 invalidity thereof, shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center, Inc. (PDRC) Arbitration Rules as at present in force.

### ARTICLE 18 ELECTRONIC SIGNATURES

This Agreement may be executed electronically or by copy of electronic signature and such electronic signature shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the Parties. If this Agreement shall be executed electronically, the user metadata of this Agreement shall be a copy of the Agreement bearing an electronic signature, in portable document format (.pdf) form or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

EXCHANGE, INC.

By \_\_\_\_\_

\_\_\_\_\_  
Name  
Title  
Date

(SECOND PARTY)

By \_\_\_\_\_

\_\_\_\_\_  
Name  
Title  
Date

Note: Any alteration or addition will invalidate this Agreement unless countersigned by G20 Legal.

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May 2021 ver.