



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I
ABSENT
HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLIANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted:

HON. STRIKE B. REVILLA

City Mayor

**CITY RESOLUTION NO. 2026-1030
SERIES OF 2026**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO OPEN A GCASH ACCOUNT UNDER THE NAME OF THE CITY GOVERNMENT OF BACOOR AND TO PROVIDE THE APPROPRIATE FUNDS ALLOWED BY LAW FOR THE IMPLEMENTATION OF THE MEMORANDUM OF AGREEMENT EXECUTED AMONG THE CITY GOVERNMENT OF BACOOR, NEO-CONNECT ICT SOLUTIONS AND G-X-CHANGE, INC.

Sponsored:

Hon. Rogelio M. Nolasco

Co-Sponsored:

Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Reynaldo D. Palabrica, and Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to open a G-Cash account under the name of the City Government of Bacoor and pre-fund the same for the implementation of a Memorandum of Agreement executed among the City Government of Bacoor, NEO-Connect ICT Solutions (formerly Neo-Converge ICT Solutions, Inc.) and G-X-Change, Inc.

WHEREAS, NCIS entered into a Memorandum of Agreement dated 3 October 2025 ("MOA") with LGU Bacoor to support LGU Bacoor's "contactless" implementation of various programs designed to extend financial assistance, livelihood grants, and other social services to qualified residents of Bacoor.

WHEREAS, G-Xchange, Inc. is a duly licensed and registered remittance agent and e-money issuer, and a mobile payment solutions provider operating under the GCash brand.

WHEREAS, after due deliberation and careful consideration by the City Council, it was determined that the proposed Memorandum of Agreement (MOA) serves as an effective mechanism for extending government programs, services and initiatives to the residents of Bacoor City, thereby



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[Signature]

HON. MIGUEL N. BAUTISTA
City Councilor

[Signature]

HON. ADRIELITO G. GAWARAN
City Councilor

[Signature]

HON. MANOLO S. GALVEZ JR.
City Councilor

[Signature]

HON. RICARDO F. UGALDE
City Councilor

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City Councilor

[Signature]

HON. RANDY C. FRANCISCO
City Councilor-ABC President

[Signature]

HON. PALM ANGEL S. BUNCIO
City Councilor- SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted:
HON. STRIKE B. REVILLA
City Mayor

enhancing public engagement, promoting community welfare, and advancing the City's commitment to responsive and inclusive governance. The said MOA shall be deemed as an integral part of this resolution.

NOW THEREFORE, upon motion of Councilor Rogelio M. Nolasco unanimously seconded by all the councilors present in special session assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla to open a GCash account under the name of the City Government of Bacoor and to provide appropriate funds allowed by law for the implementation of the Memorandum of Agreement executed among the City Government of Bacoor, Neo-Connect ICT Solutions and G-X-Change, Inc."

APPROVED UNANIMOUSLY by the 6th Sangguniang Panlungsod this 8th day of June 2026 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved in accordance with law and that the contents hereof are true and correct.

Certified:
[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice-Mayor/ Presiding Officer

Attested:
[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted:
[Signature]
HON. STRIKE B. REVILLA
City Mayor



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and executed this ____ day of _____ 2028 ("Effective Date") by and between:

On one side,

G-XCHANGE, INC., a corporation duly organized and existing under and by virtue of Philippine laws, with business address at 8th Floor, W Global Center, 9th Avenue corner 30th Street, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented by its Head, Public Sector, **CLEO CELESTE C. SANTOS ("GX")**;

and

on the other side,

CITY GOVERNMENT OF BACODOR, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacodur Government Center, Bacodur Boulevard, Barangay Bayanan, Bacodur City, Cavite, Philippines, represented by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to the authority conferred upon him and embodied in City Resolution No. 2026-945, Series of 2026, approved by the City Council of Bacodur on February 2, 2026 ("LGU BACODUR");

and

NEO-CONNECT ICT SOLUTIONS, INC. (formerly Neo-Converge ICT Solutions, Inc.), a corporation duly organized and existing under and by virtue of Philippine laws, with principal office address at Unit 5A, OPL Building, 100 C. Palanca Street, Legaspi Village, Makati City, Metro Manila, Philippines, represented herein by its President, **ARISTOTELES Z. ELVINA ("NCIS")**, and together with LGU Bacodur, the "Parties".

Each, a "Party" and collectively, the "Parties".

WITNESSETH:

WHEREAS, NCIS entered into a Memorandum of Agreement dated 3 October 2025 ("MOA") with LGU BACODUR to support LGU BACODUR's "contactless" implementation of various programs designed to extend financial assistance, livelihood grants, and other social services to qualified residents of Bacodur ("Programs");

WHEREAS, to facilitate the Programs, the MOA requires NCIS to provide, at no cost to LGU BACODUR, a secured digital platform that enables:

- (1) Registration, whether online or offline, of LGU BACODUR and residents of the city who are qualified to receive the benefits of the Programs;
- (2) Submission of digital copies of supporting documents is required for registration and eligibility verification;
- (3) Issuance of both a virtual and physical card to enable the disbursement of electronic money (e-money) to LGU BACODUR employees and qualified Program beneficiaries; and
- (4) Inclusion of qualified taxpayers and business establishments eligible to receive benefits of the Programs.

WHEREAS, Section 1.B of the MOA allows NCIS to engage third parties or subcontractors to carry out its obligations; provided, however, that NCIS retains primary responsibility and full liability for the proper and timely performance of its obligations;

WHEREAS, GXI is a duly licensed and registered remittance agent and e-money issuer, and a mobile payment solutions provider operating under the GCash brand;

WHEREAS, the Parties are entering into this Agreement to confirm GXI's performance of certain obligations under the MOA, specifically the issuance of physical cards for the disbursement of e-money to LGU BACODUR employees and qualified Program beneficiaries.

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants and undertakings herein set forth, the Parties hereby agree to be bound by the following terms and conditions:

1. **DEFINITIONS.** The following words shall have the following meanings:



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- 1.1. "AFASA" refers to Republic Act No. 12010, otherwise known as the Anti-Financial Account Scamming Act, including its implementing rules, regulations, and all applicable circulars or directives issued by the BSP and other Governmental Authorities, as may be amended or supplemented from time to time.
- 1.2. "Affiliate" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with, a Party during the Term.
- 1.3. "Agreement" means, collectively, this Agreement, including its annexes and SOWs.
- 1.4. "Applicable Laws" means all national or local legislation, statutes, rules, regulations, codes, ordinances, Required Approvals, orders, issuances, and mandates of any Governmental Authority applying to the Agreement.
- 1.5. "API" is a set of routines, protocols, and tools created by the Parties, which are used to perform and deliver specific transactions involving their respective products or systems.
- 1.6. "Background IP" means all intellectual Property owned or licensed by a Party before starting the Services or Independent of the Agreement.
- 1.7. "BSP" means the Bangko Sentral ng Pilipinas.
- 1.8. "Business Day" means any day except Saturday, Sunday, and gazetted public holidays in the Philippines.
- 1.9. "Calendar Day" means each day shown on the calendar beginning at 12:00 midnight, including Saturdays, Sundays, and holidays.
- 1.10. "Change of Control" means (i) a transaction or series of related transactions in which a third party, together with his, her or its affiliates, becomes the beneficial owner of fifty percent (50%) or more of the combined voting power of the outstanding securities of a Party or otherwise acquires the power to direct the management and policies of such Party, or (ii) the sale of all or substantially all the assets of a Party to a third Party.
- 1.11. "Claim(s)" means any third-party or governmental claim, demand, suits, action, arbitration, investigation, or proceeding arising out of or relating to this Agreement.
- 1.12. "Confidential Information" means all information, specifications, or documentation such as, but not limited to, products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, marketing information, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both Parties, and other information deemed proprietary or confidential by either of the Parties and imparted in the course of the Agreement.
- 1.13. "Control" means ownership of more than fifty percent (50%) interest of voting securities in an entity or the power to direct the management and policies of an entity.
- 1.14. "Developed IP" means any Intellectual Property created or discovered by GXI or the Partners in connection with this Agreement.
- 1.15. "Force Majeure" means any event or circumstance that is unforeseeable, unavoidable, or beyond the reasonable control of a Party which hinders, delays, or prevents the performance by that Party of its obligations under this Agreement, including but not limited to acts of God, natural disasters (such as typhoons, earthquakes, floods, fire), war, acts of terrorism, civil unrest, strikes, lockouts, epidemics, pandemics, government regulations or orders, failure or disruption of essential utilities (such as power or Internet), and other similar events or circumstances beyond the reasonable control of a Party.
- 1.16. "Fraud" has the meaning ascribed to it in *Fraud and Illegal Activity Terms and Conditions*.
- 1.17. "GCash Wallet" means a Philippine Peso e-money account stored within the GCash system that is linked to a Payee's mobile SIM and supports functionalities such as fund transfers, payments, airtime reloading, and balance inquiries.
- 1.18. "Gross Negligence" means an act or omission that demonstrates a reckless disregard for the consequences or for the rights or safety of others, or an extreme departure from the ordinary standard of care, indicating a wanton or willful disregard of the foreseeable harmful effects. It is a level of negligence substantially higher than ordinary negligence.
- 1.19. "GCash App" means the GXI web-based and mobile application platform branded as "GCash", that is owned and operated by GXI. For the purposes of this Agreement, the term "GXI App" or "Platform" encompasses the mobile application interface, the underlying GXI Systems, APIs, and any related technologies that facilitate the integration and utilization of Services by the Partner.



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This definition includes any updates, upgrades, or successor versions of the application and its associated platform components.

- 1.20. "GXI Group" refers to G-Exchange, Inc., its Affiliates (including but not limited to Mynt, Inc., Fuse Financing Inc., BlockG Virtual Assets, Inc., Ryse, Inc., Sprent Solutions Pte. Ltd., and Electronic Commerce Payments, Inc.), and their respective Representatives, in each case as they may exist from time to time.
- 1.21. "GXI Policies" means all policies, standards, guidelines, codes of conduct, acceptable use terms, rules, and procedures established by GXI and/or the GXI Group, as applicable to the Services, and as may be updated and communicated by GXI from time to time, including via the GXI website, Partner portal, or electronic notice.
- 1.22. "Governmental Authority" means any government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, legislative, judicial, or administrative body, whether domestic or foreign, having jurisdiction over the Agreement.
- 1.23. "Intellectual Property (IP)" means anything protectable by an Intellectual Property Right.
- 1.24. "Intellectual Property Rights" or "IPR" means all registered and unregistered intellectual property rights throughout the world, including any patents, copyrights, trademarks, trade secrets, service marks, trade names, designs, databases, domain names, and moral rights.
- 1.25. "Losses" means all losses, liabilities, damages, judgments, settlements, assessments, fines, penalties, charges, payments, costs, and expenses, including reasonable attorney's fees, expert fees, and other out-of-pocket expenses, arising from or in connection with a Claim.
- 1.26. "Material Breach" means a violation or non-performance of the terms and conditions of the Agreement that adversely affect the nature of the obligation that the Defaulting Party committed to perform or deliver pursuant to this Agreement, the benefits that the Non-defaulting Party expects to receive after full compliance, and the extent to which the non-performance defeated the purposes of the Agreement.
- 1.27. "Partner Group" refers to Partner, its Affiliates, and their respective Representatives, in each case as they may exist from time to time.
- 1.28. "Partner Wallet" means a GCash Wallet assigned to LGU BACCOR.
- 1.29. "Party Group" refers to either the GXI Group or the Partner Group, as applicable.
- 1.30. "Payees" refer to the taxpayers, employees, and all qualified beneficiaries of LGU BACCOR.
- 1.31. "Records" refers to any and all original or digital records pertaining to the Services provided under this Agreement, including but not limited to, all Know-Your-Customer (KYC) documentation and information, transaction information (including metadata and timestamps), accounting records, communication logs, and any other documentation required to be maintained under GXI Policies or Applicable Laws.
- 1.32. "Representatives" means any employee, officer, director, agent, Partners, consultant, or other person acting on behalf of a Party, who is authorized to act, make decisions, give advice, perform tasks, or take actions in connection with this Agreement. Representatives include legal, financial, or technical advisors, accountants, auditors, or any other individual or entity that a Party designates to represent its interests or perform any duties related to this Agreement.
- 1.33. "Services" means the funds disbursement service that GXI shall provide to LGU BACCOR that enables real-time funding of the Payees' GCash Wallets.
- 1.34. "System" refers to a Party's software, hardware, equipment, platforms, applications, APIs, infrastructure, networks, devices, connectivity, managed network resources, information technology computing environment, operating systems, security protocols, and other related information technology resources necessary (whether owned, licensed, or utilized from a third-party provider) for the implementation of the Services.
- 1.35. "Unauthorized Use of Services" means any use of the Services that is not specifically and expressly authorized or permitted under this Agreement, including Fraud.

2. INTERPRETATIONS

- 2.1. This Agreement shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 2.2. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 2.3. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.



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- 2.4. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."
- 2.5. Reference to any statute or statutory provision shall be construed as referring to the same as it may have been, or may from time to time be, amended, modified, or re-enacted.
- 2.6. This Agreement shall be construed as a whole, in accordance with its fair meaning, and not strictly for or against any Party.
- 2.7. If there is any conflict between words and figures, the words shall prevail.
- 2.8. If the day on which any act is to be done under this Agreement is not a Business Day, such act shall be performed on the next succeeding Business Day.

3. SERVICES

- 3.1. **Scope of Service.** GXI shall provide a payment processing platform enabling LGU BACODR to disburse financial assistance, allowances, incentives, and other benefits from LGU BACODR's Partner Wallet to the Payees' GCash Wallets.
- 3.2. **Nature of Services.** The Services are provided on a best-effort basis, subject to system-availability, regulatory requirements, and operational constraints.
- 3.3. **No Program Responsibility.** GXI does not determine eligibility, entitlement, or the purpose of disbursements and shall not be responsible for the Programs.
- 3.4. **Profunding.** GXI shall process disbursements only where sufficient cleared funds are available in LGU BACODR's Partner Wallet.
- 3.5. **Costs.** Each Party shall, at its own cost, provide and maintain the software, platforms, equipment, and IT environments necessary to support this implementation, unless otherwise stated in this Agreement.

Integration, GXI shall also provide integration guidance and quality assurance support throughout the process. The Partners shall notify GXI in writing of any planned changes to its system or relevant APIs that may affect the integration, and GXI shall work with the Partners to ensure continued system compatibility and uninterrupted service delivery.

- 3.6. **Right to Modify.** GXI may modify the implementation of the Service, including termination or suspension of the Services, at any time, as reasonably necessary for security, operational, or regulatory reasons, subject to timely notice of such changes to the Partners.
- 3.7. **Security Measures.** The Partners shall, at its own expense, develop and implement security measures, including technical, organizational, and physical controls, that are intended to prevent, detect, deter, and mitigate threats, cybersecurity risks, unauthorized System access, and other network or system risks ("Security Measures"). These Security Measures must conform to industry and globally accepted security standards to protect its System connected to GXI's System and Services. The Partners shall bear all Claims arising from its failure to implement the required Security Measures.
- 3.8. **Authorized Use of Services.** The Partners shall use the Services solely for the purposes expressly authorized in the Agreement and in accordance with Applicable Laws and GXI Policies.
- 3.9. **Unauthorized Use of Services.** The Partner shall not, and shall ensure that no third party, engages in any Unauthorized Use of the Services. Without limitation, the Partner shall not
 - (a) use the Services for the benefit of any third party;
 - (b) resell, sublicense, lease, or otherwise make the Services available to any third party; or
 - (c) use the Services in any manner that interferes with, degrades, or disrupts the integrity, security, or performance of the GXI System. The Partner shall implement and maintain commercially reasonable safeguards to prevent Unauthorized Use and shall immediately notify GXI in writing of any actual or suspected Unauthorized Use.

4. FEES, SETTLEMENT, AND RECONCILIATION

- 4.1 **Fees.** GXI waives disbursement fees for the Service, provided the Partners comply with a minimum disbursement activity of one (1) per month per Payee. GXI also waives card fees for the first twenty thousand (20,000) cards ordered ("Ordered Cards"). GXI shall charge Two Hundred Fifty Pesos (Php 250.00) for each card requested in excess of the Ordered Cards.



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- 4.2 **Prefunding Requirements.** GXI shall have no obligation to process any disbursement unless sufficient cleared funds are available in the Partner Wallet. The Partners acknowledge that GXI does not extend credit and shall not be responsible for delays or non-processing due to insufficient funds.
- 4.3 **Transaction Reports**
- (a) GXI shall send daily Transaction Reports via email to the Partners' assigned contact persons. These Transaction Reports, in spreadsheet format, reflect payments processed via the Service and may also be sent weekly or monthly, depending on the Partners' preference.
 - (b) GXI may provide other reporting mechanisms apart from the Transaction Reports.
- 4.4 **Reconciliation**
- (a) The Partners shall reconcile the Transaction Reports provided by GXI with their own sales Records. The Transaction Reports and GXI's implementation of the settlement procedure shall be deemed correct and conclusive, unless the Partners notify GXI in writing of any discrepancy within five (5) Business Days from receipt of the relevant Transaction Report.
 - (b) In case of discrepancy, the Parties shall attempt to reconcile such discrepancy in good faith. If an agreeable reconciliation of Records cannot be reached, the Parties may refer the same to an Independent Auditor.
- 4.5 **Reversals or Refunds**
- (a) GXI shall notify the Partners of Payees' concerns that require collection or adjustment from Partner Wallet and reversal of the amount to the Payee. The Partners shall confirm the adjustment within five (5) Calendar Days from receipt of GXI's notice. If the Partners do not respond within five (5) Calendar Days, it authorizes GXI to proceed with the reversal or refund of the Transaction in question.
 - (b) If a reversal or refund will become necessary, the following protocols laid down in Annex 2 [Reversals and Refunds] of this Agreement shall be followed.
 - (c) If the Partner Wallet has insufficient or zero balance, the Partners may nominate an alternative wallet.
- 4.6 **Taxes and Fees.** Each Party shall be solely responsible for the administration of taxes and fees applicable to its respective accounts.

5. RESPONSIBILITIES OF THE PARTIES

5.1 GXI

- (a) Provide the Service to LGU BACODR, in cooperation with NCIS, that will allow disbursement of funds from LGU BACODR to the Payees;
- (b) Produce and supply co-branded GCash Cards in accordance with specifications, ensuring they function as both a valid government identification card and debit card of the Payees;
- (c) Conduct Know-Your-Customer (KYC) and due diligence procedures for all GCash-registered Payees required under the BSP rules;
- (d) Generate all required reports; and
- (e) Provide dedicated customer support.

5.2 LGU BACODR

- (a) Determine who are entitled to the GCash Cards and provide a list of Payees to NCIS and GXI;
- (b) Subject to the Payees' consent, provide all the information pertaining to the Payees and the contents necessary for the Bacodr Cards;
- (c) Distribute the GCash Cards to the Payees for utilization;
- (d) Integrate the use of the GCash Cards in its payment system;



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- (e) Undertake such steps to ensure that the Payees and the Transactions made using the GCash Card are not used for money laundering and terrorist financing purposes as the term is defined by the AMLA. LGU BACCOOR confirms that it is aware of and is willing and able to comply with the AMLA and its implementing rules and regulations, including but not limited to BSP Circular No. 706;
- (f) Conduct a review of the Project and monitor the accomplishment of the Project and the compliance with the set service obligations and targets;
- (g) Offer all reasonable assistance to the GXI in making all necessary applications and in carrying out all other necessary acts at the requisite time and in requisite form to obtain and maintain such approvals as may be necessary for GXI to perform its obligations under this Agreement; and
- (h) Submit to GXI a weekly report of all Baccor Cards issued, as well as an inventory report of GCash Cards in stock.

5.3 NCIS

- (a) Develop and deploy a secure system or platform that enables the online and/or in-person registration of beneficiaries, in full compliance with the Know-Your-Customer (KYC) requirements prescribed by the BSP;
- (b) Provide a system or platform that adheres to Applicable Laws and facilitates the submission or uploading of digital copies of supporting documents required under the Programs of the LGU BACCOOR;
- (c) Establish a system or platform, likewise compliant with existing legal and regulatory frameworks, that enables the disbursement of e-money to Beneficiaries; and
- (d) Perform such other functions, services, or activities as may be reasonably necessary or as may be agreed upon by the Parties to ensure the full and effective implementation of NCIS's responsibilities under this Agreement.
- (e) May perform any or all of its obligations in partnership, consortium, or collaboration with third parties, and may likewise engage and designate subcontractors to carry out any portion of its obligations under this Agreement, subject to Applicable Laws. For clarity, any such partnership, consortium, or subcontracting arrangement shall not relieve NCIS of its primary responsibility and full liability for the proper, timely, and lawful performance of its obligations under this Agreement.
- (f) In the event of termination by GXI for convenience pursuant to Section 12.2(a) below, NCIS shall ensure the provision of an alternative service provider within sixty (60) days following the effective date of such termination insofar as consistent with the obligations of NCIS under Section 1(A) of the MOA.

- 5.4 The Partners shall be solely responsible for: (a) the design, legality, and implementation of the Programs; (b) determining eligibility and entitlement of Payees; (c) accuracy and completeness of Payee information; and (d) resolving all Payee disputes relating to benefits or entitlement. GXI acts solely as a payment processing and technology provider and shall not be responsible for verifying entitlement to funds or the purpose of any disbursement.

6. REPRESENTATIONS AND WARRANTIES

6.1. Each Party represents and warrants to the other Party that:

- (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization;
- (b) it has the authority to execute, deliver, and perform its obligations under this Agreement;
- (c) entering into and performing this Agreement will not violate Applicable Laws or any judgments or materially default on any binding contract; and
- (d) There are no litigations or any legal proceedings pending, contemplated, or threatened by or against any Party hereto, that would materially or adversely affect and/or deter performance under the Agreement.

6.2. The Partners represent and warrant that:

- (a) its activities are regulated by its own charter, internal business rules, or Corporate Governance policies, which are compliant with Applicable Laws;



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- (b) It is not under any disability, or prohibition, contractual or otherwise, which might prevent it from effectuating any provision of the Agreement;
- (c) it will not infringe the intellectual property rights of any third party in performing its obligations in this Agreement;
- (d) It has sufficient resources, including, but not limited to, intellectual property rights and technology, to deliver and perform its obligations in accordance with this Agreement; and
- (e) it shall, at all times, comply with all Applicable Laws and shall perform its obligations in this Agreement in good faith.

7. INTELLECTUAL PROPERTY AND BRANDING

7.1 Ownership of Intellectual Property

- (a) Each Party retains all rights, titles, and interests in its Background IP. This Agreement shall not transfer ownership of any IPR, nor shall either Party acquire any right, title, or interest in the other Party's Background IP through this Agreement or the Services.
- (b) Unless otherwise stated, all Developed IP shall be exclusively owned by GXI.

7.2 Use of Branding and Trademarks

- (a) The Parties shall mutually agree on all advertising and promotional materials that use each other's name or trademarks.
- (b) The Partners shall submit all promotional and advertising materials using GXI's branding or trademarks for GXI's prior written approval. The Partners shall only use and/or produce promotional and advertising materials that have been explicitly approved by GXI.
- (c) The Partners shall display GXI's branding with any name, logo, trade name, or service that GXI may designate upon mutual agreement.

8. CONFIDENTIALITY

8.1 Confidential information excludes information that is:

- (a) already public or becomes public through no fault of the recipient;
- (b) already in the recipient's possession without confidentiality restrictions;
- (c) provided by a third party without breach of confidentiality;
- (d) independently discovered or created by the recipient; and
- (e) disclosed with the discloser's written consent.

8.2 The discloser retains exclusive ownership of all confidential information. The recipient must not use it in any way that harms the discloser and must treat it as strictly confidential unless authorized by the discloser in writing.

8.3 The recipient may share confidential information only with employees, consultants, or agents on a "need-to-know" basis and agree in writing to the same confidentiality terms.

8.4 The recipient is responsible for any breach of confidentiality by themselves or their Representatives.

8.5 If legally required to disclose confidential information, the recipient must promptly notify the discloser to allow for protective action. Only the minimum necessary information should be disclosed.

8.6 Unauthorized disclosure may cause irreparable harm, entitling the discloser to injunctive relief and other damages.

9. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES

9.1. General Legal Compliance. Each Party shall, at its own cost, comply with all Applicable Laws in connection with its performance under this Agreement. The Partners shall comply with all Applicable Laws relating to its use of the Services and its activities hereunder, including laws on: (a) labor and employment (if applicable), (b) data privacy, (c) cybersecurity, (d) consumer



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production, (e) competition, (f) anti-bribery and anti-corruption, (g) anti-money laundering and counter-terrorism financing, (h) intellectual property, and (i) taxation.

8.2. **Regulatory Compliance.** The Partners acknowledge that GXI is subject to regulatory supervision and shall not take any action that would cause GXI to be in breach of Applicable Laws or regulatory requirements relating to the Services. The Partners shall comply with all GXI policies and standards applicable to the Services and communicated in writing, as reasonably updated from time to time.

8.3. **Data, Fraud, and Security Compliance.** The Partners shall comply with the latest versions of:

- (a) the Data Processing Terms and Conditions ("DPTC") for processing personal data;
- (b) the Fraud and Illegal Activity Terms and Conditions ("FIATC") for handling fraud or illegal activity; and
- (c) the Third Party Security Requirements, Terms and Conditions ("TPSR") when storing, processing, or transmitting data, integrating with GXI resources, representing GXI, or using the GXI brand or logos.

These documents are incorporated by reference, supersede prior versions, and govern the Partners' obligations. The Partners shall have sixty (60) Calendar Days from receipt of any amendment to achieve full compliance, unless a longer period is mutually agreed. The Partners shall cooperate with GXI in monitoring, auditing, or implementing any corrective measures reasonably requested in connection with these obligations.

8.4. **Anti-Bribery and Anti-Corruption.** The Partners shall not make, receive, or authorize any bribes, gifts, or other improper payments (including disproportionate corporate hospitality) to induce any individual, Partner, or Government Authority or official in order to induce any person to take any improper action or any authority or official to act or grant any permission, license, or approval in connection with this Agreement.

8.6. **Subcontractors and Personnel.** The Partners shall ensure that their personnel and approved subcontractors comply with this clause and shall remain fully responsible for their acts and omissions.

8.7. **Regulatory Suspension Right.** GXI may suspend the Services or any portion thereof without liability if required by a Governmental Authority or if reasonably necessary to comply with Applicable Laws or regulatory directives.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1. Indemnification

(a) Each Party ("Indemnifying Party") shall defend the other Party and its Party Group ("Indemnified Party") from and against all Claims, and indemnify and hold such Indemnified Party from all Losses, arising from or relating to the Indemnifying Party's breach of this Agreement, except to the extent caused by the Indemnified Party's Gross Negligence, willful misconduct, or intentional breach. This indemnification is in addition to any other rights available under Applicable Laws.

(b) The Partners shall jointly and severally indemnify, defend, and hold harmless GXI and its Affiliates from any Claims arising out of or relating to:

- (i) The Programs or their implementation;
- (ii) LGU SACDOR's determination of Payee eligibility or benefits;
- (iii) Insufficiency of funds in the Partner Wallet;
- (iv) Acts or omissions of NCIS or its subcontractors;
- (v) Violation of Applicable Laws by the Partners; or
- (vi) Disputes or complaints of the Payees,

except to the extent caused solely by GXI's Gross Negligence or willful misconduct.

10.2. Limitation of Liability

(a) Each Party's liability is limited to direct and actual damages except for liabilities arising from:



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- (i) personal injury or death;
 - (ii) breach of confidentiality;
 - (iii) IPR Infringement;
 - (iv) violation of data privacy;
 - (v) Fraud;
 - (vi) breach of security; or
 - (vii) Gross Negligence or willful misconduct.
- (b) To the fullest extent permitted by Applicable Laws, GXI's aggregate liability arising out of or in connection with this Agreement shall not exceed One Million Pesos (P=1,000,000.00) in the aggregate.

11. FORCE MAJEURE

- 11.1. **Excused Performance.** Neither Party shall be liable for, or deemed in breach due to, any failure or delay in performing its obligations to the extent directly caused by a Force Majeure event that materially affects such performance.
- 11.2. **Notice and Mitigation.** The affected Party shall immediately notify the other Party in writing of the Force Majeure event and, within fifteen (15) Business Days, provide reasonable details and supporting evidence. The affected Party shall use commercially reasonable efforts to mitigate the effects of Force Majeure and minimize losses.
- 11.3. **Prolonged Force Majeure.** Either Party may suspend or terminate this Agreement in accordance with the Section 12 (Termination) if performance is prevented by Force Majeure for: (a) a continuous period exceeding sixty (60) Calendar Days; or (b) multiple periods totaling ninety (90) Calendar Days.
- 11.4. **Allocation of Losses.** Each Party shall bear its own losses arising from Force Majeure.

12. TERMINATION

- 12.1. Any of the Parties may immediately terminate this Agreement on written notice if:
- (a) the other Party commits a material breach of this Agreement;
 - (b) the other Party commits a breach of this Agreement and fails to cure such breach within thirty (30) Calendar Days from receipt of written notice of such breach;
 - (c) there is Prolonged Force Majeure under Section 11.3;
 - (d) the other Party is insolvent, has generally failed to pay its debts as they become due, or is unable to meet its obligations under this Agreement, regardless of a petition for bankruptcy is filed or a receiver is appointed;
 - (e) if a Governmental Authority with competent jurisdiction over a Party directs such Party to cease or materially limit its performance under this Agreement; and
 - (f) if a Party's performance under this Agreement is or becomes unlawful, or poses a reasonable risk of being unlawful.
- 12.2. GXI may terminate this Agreement:
- (a) for convenience, by providing the Partners with at least thirty (30) Calendar Days' prior written notice; or
 - (b) if NCIS is subject to a Change of Control, the Partners shall give a written notice to GXI within five (5) Business Days after: (i) signing an agreement that will result in a Change of Control; or (ii) a Change of Control, if such Change of Control is not the result of an agreement.
- 12.3. **Effect of Termination.** Upon the Agreement's termination:
- (a) All rights and licenses granted under this Agreement shall immediately cease.



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- (b) Each Party shall return or destroy all Confidential Information of the other Party in its possession or
- (c) Both Parties shall cease using any trademarks, logos, or other Intellectual property of the other Party.

12.4. GXI's Termination Assistance. If GXI terminates this Agreement by convenience pursuant to Section 12.2(a) above, the following shall apply:

- (a) **Transition Support.** For a period not exceeding sixty (60) Calendar Days from the effective date of termination ("Transition Period"), GXI shall provide reasonable and commercially practicable assistance, upon written request of the Partners to facilitate an orderly transition of the Services to the Partners or their designated replacement provider. Such assistance shall be limited to:
 - (i) Providing available transaction reports and relevant Records;
 - (ii) Participating in reasonable transition or knowledge-transfer discussions; and
 - (iii) Responding to reasonable-related inquiries.

GXI shall not be required to develop new features, perform custom development, or continue processing transactions beyond the effective date of termination unless otherwise agreed in writing.

- (b) **Nature of Assistance.** Termination assistance shall be provided on a best-efforts, non-disruptive basis and shall remain subject to Applicable Laws, data privacy obligations, and GXI's security and operational policies.
- (c) **Costs.** Any assistance requiring material effort or resources shall be subject to reasonable fees and cost reimbursement, as may be agreed in writing.
- (d) **No Service Continuity Obligation.** Nothing in this Section shall obligate GXI to continue providing the Services, maintain system integrations, or assume any operational responsibility after the effective date of termination.

12.5. NCIS' Replacement Provider Obligations

- (a) NCIS shall be solely responsible for identifying, contracting with, and implementing a replacement services provider for the Services insofar as consistent with the obligations of NCIS under Section 1(A) of the MOA. NCIS shall ensure that such replacement provider is appointed within sixty (60) Calendar Days from the effective date of GXI's termination for convenience pursuant to Section 12.2(a) above.
- (b) The Partners acknowledge that GXI shall have no liability for any service disruption, delay, or loss arising from the failure of NCIS to appoint or onboard a replacement provider within such period, except to the extent caused by GXI's Gross Negligence, fraud, or willful misconduct.

12.6. Survival after Termination. The provisions on Intellectual Property Rights, confidentiality, data privacy, audit, compliance with Applicable Laws, representations and warranties, indemnification, Limitations of Liability, and other provisions of this Agreement, which by their nature and sense necessarily require survival after termination, shall survive the termination of this Agreement.

13. RECORD RETENTION AND ACCESS

- 13.1. **Retention of Records.** The Partners shall retain all Records, whether in paper or electronic form, for a period of ten (10) years from the date of the last transaction, or for any longer period required by Applicable Laws. Records subject to regulatory or internal investigation shall be retained until GXI or the relevant Governmental Authority provides a written confirmation that retention is no longer required.
- 13.2. **Access to Records.** Within twenty-four (24) hours upon receipt of GXI's request, or as required by BSP or any Governmental Authority, the Partners shall give access to, or deliver copies of, the retained Records and cooperate fully with any audit, inspection, or investigation. The Partners shall ensure that their personnel and sub-Partners comply with this obligation. All Records accessed or disclosed shall be handled in accordance with the confidentiality provision of this Agreement.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines, excluding its conflicts of law provisions.



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- 14.2. **Amicable Resolution.** The Parties shall first attempt to resolve any dispute arising out of or in connection with this Agreement, including its existence, validity, or termination, through good-faith consultations.

Dispute Resolution. If the dispute cannot be resolved amicably within thirty (30) Calendar Days, such dispute shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center, Inc. (PDRCI) Arbitration Rules present at force.

15. MISCELLANEOUS

15.1. Notices

- (a) All notices or communications under this Agreement must be in writing and delivered personally, by registered mail, or by email to the contact persons designated by the Parties.

G-CASH, INC.

CLEO CELESTE C. SANTOS

Head, Public Sector

W Global Center, 9th Avenue corner 30th Street, Bonifacio Global City, Taguig City
Metro Manila, Philippines
Cleoceleste.santos@gcash.com

CITY GOVERNMENT OF BACOR

MAYOR STRIKE B. REVILLA

City Mayor

Office of the City Mayor, Bacoor City Hall, Bacoor Government Center, Bayanan, Bacoor
City, Cavite
mayorsoffice@bacoor.gov.ph
mayorstrike@bacoor.gov.ph

NEO-CONNECT ICT SOLUTIONS, INC.

MAR ARISTOTELES C. ELVINA

President

Unit 5A, OPL Building, 100 C. Palanca Street, Legaspi Village, Makati City
dodie.neoconverge@gmail.com

- (b) Notices are deemed received: (i) on the date of personal delivery; (ii) fifteen (15) days after posting by mail; (iii) on receipt of email transmission. Either Party may change its contact information by written notice to the other Party.

- 15.2. **Non-Solicitation.** Neither Party shall, without the prior written consent, directly or indirectly, hire the other Party's employees. This does not apply to unsolicited responses to general recruitment or advertising.

15.3. Relationship

- (a) The Parties are independent Partners. There is no relationship of agency, partnership, joint venture, franchise, or employment created between the Parties.
- (b) GXI does not act as a trustee, fiduciary, or custodian of LGU BACOR's funds and shall have no responsibility for the allocation of funds once disbursed in accordance with LGU BACOR's instructions.

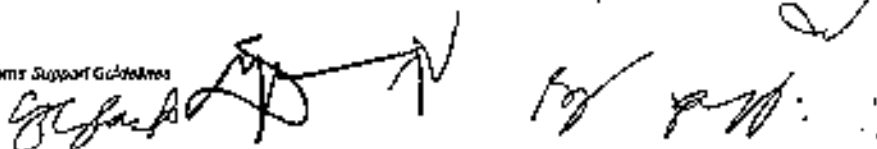
- 15.4. **Joint and Several Liability.** LGU BACOR and NCIS shall be jointly and severally liable for all obligations and liabilities of the Partners under this Agreement.

- 15.5. **Assignment.** This Agreement binds the Parties and their permitted successors and assignees. No Party may assign this Agreement without the prior written consent of the other Party.

- 15.6. **Severability.** If any provision of this Agreement or its annexes is held invalid by a court of competent jurisdiction, the remaining provisions remain in full force and effect.



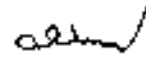

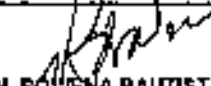

- 15.7. **Good Faith.** Whenever this Agreement requires any action, consent, or approval, the Parties shall act reasonably and in good faith and shall not unreasonably withhold or delay such action, unless a different standard is expressly stated.

- 15.8. **Further Assurances.** Each Party shall provide reasonable cooperation, including executing documents or instruments, as necessary to give effect to this Agreement and its provisions.



- 15.9. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.
- 15.10. **Waiver and Amendment.** Failure to enforce any term of this Agreement does not waive a Party's right. Any waiver or amendment must be in writing and signed by both Parties.
- 15.11. **Publicity.** Neither Party shall make any press releases or publicize this Agreement or its transactions without the prior written consent of the other Party.
- 15.12. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, together, constitute a single agreement.
- 15.13. **Entire Agreement.** This Agreement, together with its annexes, constitutes the entire understanding between the Parties and supersedes all prior agreements related to its subject matter.

ACCORDINGLY, the Parties, through their authorized Representatives, execute this Agreement on Effective Date.

G-EXCHANGE, INC.	CITY GOVERNMENT OF BACOR	NEO-CONNECT ICT SOLUTIONS, INC.
 CLEO CELESTE C. SANTOS Head, Public Sector Date: _____	 HON. STRIKE B. REVELA City Mayor Date: _____	 ARISTOTELES Z. ELVINA President Date: _____
Signed in the presence of:		
 ROSEMARIE O. ABRIQUEZ Regional Sales Head Date: _____	 HON. ROWENA BAUTISTA- MENDILLA Vice Mayor Date: _____	 JENNIFER TIONG Legal Counsel Date: _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Bacoor City, Cavite

BEFORE ME, a Notary Public, this 17 day of MAR 2026, 2026 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
ARISTOTELES Z. ELVINA	DRIVER'S LICENSE NID 47-027105	
CLEO CELESTE D. SANTOS		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of () pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date, year, and place written above.

Doc. No.
Page No.
Book No.
Series of 2026.

JEROME G. SALAZAR
Notary Public
No. 12 RACEMCO Building, Delgado Bayanan, Bacoor
Government Center, Bacoor, Bacoor City, Cavite
MCLE Compliance No. VIII-100103, valid until April 14, 2028
PTR No. 2933161, 05 January 2026, Bacoor City
IBP No. 572812 dated 18 December 2025, Pasig City
Roll of Attorneys No. 01131
11-11 December 18 3437

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**ANNEX 1
WALLET PRE-FUNDING GUIDELINES**

1. To initiate pre-funding of Disbursement wallet, a deposit or online fund transfer shall be made to any of GXI's nominated bank accounts, with the following details:

Account Name: G-Exchange, Inc.
List of Bank Accounts:

Bank Name	GXI Account Number
ASIA UNITED BANK	001010038133
BANCO DE ORO	004858004812
BANK OF THE PHILIPPINE ISLANDS	1891053998
CITIBANK	0756487019
LANDBANK OF THE PHILIPPINES	0571099500
METROBANK	0667066315409
MIZUHO	H15767232277
PHILIPPINE NATIONAL BANK	143770003290
RCBC	0000257818
SECURITY BANK	0481025782002
STANDARD CHARTERED BANK	89390229006
UCPB	1550017140
UNION BANK	000010092377

2. The pre-funding request must be completed by accomplishing the online pre-funding request form via this link:

<https://app.smartsheet.com/b/form/c76faa32869d4977b75744e25e31114>

The proof of deposit (i.e., an image of the deposit slip or a screenshot of the online fund transfer details) must be uploaded through the channel above to notify GXI of the request.

3. GXI Pre-funding Cut-off and Turnaround Times are as follows:

Cut-off Time*	Pre-funding Transaction Type	Turnaround Time**
Monday to Saturday (excluding Philippine holidays): 9:00 am to 4:00 pm	<ul style="list-style-type: none"> • Cash Deposit • Online Fund Transfer • On-Us Check Deposit 	Two (2) hours
	<ul style="list-style-type: none"> • Local Check Deposit • Off-Us Check Deposit • Regional Check Deposit: (regardless if On-Us or Local) 	One (1) banking day
*Requests received beyond the schedule will be processed on the next banking day.		
**Processing starts upon GXI's receipt of the completely accomplished request via SmartSheet.		



ANNEX 2
REVERSALS AND REFUNDS

In the unlikely event that a reversal or a refund becomes necessary, the following protocols shall be applied.

1. Reversal due to technical error. Should a transaction fail due to technical reasons, i.e. network disconnection, device malfunction and other technical failure without any fault or contributory negligence on the part of the NCIS, GXI will process the reversal of the full amount back to the Payee. Payees will be advised to re-transact upon reversal of the transaction.
2. Verification of Identity. The NCIS agrees that only persons are authorized to request and/or approve reversal and refund requests. These persons will be submitted to GXI for whitelisting. Should the NCIS require modification of these persons, they will notify GXI in writing or electronic correspondence, in a timely manner.

GXI will adhere where possible to the NCIS's refund policies. For example, if there are exceptions to the refund policy, such as deadlines for refunds, and the like, GXI will honor the NCIS's policy.

The above notwithstanding, the conversation regarding what is an acceptable refund will be between the NCIS and the Payee. GXI will not serve as a mediator between the NCIS and Payee.

3. Service Level Agreement. In the event that GXI needs NCIS's confirmation for transactions subject of reversal/refund, the NCIS commits to provide such confirmation/feedback within the following periods ("SLA"):

(a) Within the same day for payments from GCash Payees.

Should NCIS disapprove a Payee's request for reversal/refund, NCIS shall provide GXI with relevant documents to support its disapproval.

GXI shall not be responsible for the SLA of non-GCash wallet issuer with regard to the crediting to the non-GCash Payee's wallet.

4. NCIS Single Point of Contact ("SPOC") Update. It is the responsibility of the NCIS to inform GXI if there are any changes with their named GXI SPOC. NCIS must notify GXI no later than two (2) weeks prior to making such change. GXI will only honor reversal/refund requests from NCIS's named SPOC.

**ANNEX 3
CONDITIONS FOR THE ISSUANCE OF GCASH CARD**

1. DEFINITIONS

- 1.1 "Active GCash PowerPay Plus Account Holder" or "Cardholder" refers to Partner's employees who are enrolled as Payees of the GCash Services and are actively receiving fund disbursements from the Partner.
- 1.2 "Card Brand", sometimes called a "card network", is an organization that defines the business rules for card issuance and card payments. GCash partners with Card Brands to facilitate payment card transactions. Sample Card Brands are Mastercard, Visa, American Express and JCB.
- 1.3 "Card Design Layout" refers to the high-resolution image of Partner's preferred card design that must be submitted to Company for co-branding proofing. Partner's card design and order quantity must be approved by the Company prior to production.
- 1.4 "Card Inventory Level" refers to the volume of the unissued Cards that are in the Partner's possession.
- 1.5 "Co-branded Design GCash Card" refers to a prepaid Card issued by GCash that bears the name of both GCash and the Partner and will be linked to a fully verified GCash account allowing the Cardholder to use the same via Automated Teller Machine (ATM), Point-of-Sale Terminal (POS), and online transactions.
- 1.6 "Delivery Schedule" refers to the delivery turnaround time per location, Card type and per location as indicated below which may be subject to change by Company from time to time:

Delivery Attempt Schedule for Generic Personalized Cards

Delivery Location	Estimated Turnaround Time
Greater Metro Manila	1 – 3 – 5 days from dispatch to courier (1 st delivery attempt)
Outside Greater Metro Manila	5 – 7 – 10 days from dispatch to courier (1 st delivery attempt)

- 1.7 "GCash Card" or "Card" refers to a prepaid card issued by Company which will be linked to a fully verified GCash account allowing the Cardholder to use the same via ATM, POS, and online transactions.
- 1.8 "GCash Card Kit" refers to the sealed kit issued by the Company containing the Card carrier and the physical GCash Card.
- 1.9 "GCash Card Kit with Pre-linked SIM" refers to the sealed GCash Card Kit issued by the Company containing the Card carrier, the physical Card, and the physical GlobeTouch Mobile SIM that is already pre-linked to the Card.
- 1.10 "Packing List" refers to the transmittal document issued by Company to Partner that contains the list of Cards that will be delivered to the Partner containing the following information: batch number corresponding to each POF, masked Card number, virtual account number, company name, and reference number. The Packing List is sent to Partner upon dispatch of Cards from the production facility.
- 1.11 "POF" refers to the Purchase Order Form that contains the GCash Card type, number of Cards ordered by Partner, GCash Card issuance fee, and the details of the person authorized to receive the Cards.
- 1.12 "Standard Design GCash Card" refers to the prepaid Card issued by the Company that bears the official GCash Card design.

2. PURPOSE AND USE

- 2.1 These GCash Cards are provided for the exclusive and limited purpose identified under this Agreement. The Partner shall not use the GCash Cards for any other purpose.
- 2.2 The following restrictions apply to the use of the GCash Cards:
 - (a) The Partner shall not resell, transfer, or assign the GCash Cards;
 - (b) The Partner shall use the GCash Cards solely for the defined purpose; and

POS Partner Concerns Support Guidelines

- (c) The Partner shall not engage in any unauthorized use, modification, or alteration of the GCash Cards. This prohibition includes, but is not limited to, any act of sale, distribution beyond authorized recipients, or any attempt to tamper with the GCash Cards' functionality or security features.

3. CARD ORDER REQUIREMENTS

3.1 Card orders shall be processed only upon Company's approval of Partner's declaration of its information security measures and protocols, documented through the Partner-accomplished GXI Third-Party Information Security Checklist for GCash Card Partner Issuers.

- (a) Partner's declaration shall have to be reviewed and approved by the Company's Information Security Team. In addition, Partner's compliance to the same shall be reviewed by Company at least annually as a prerequisite to the continuation/renewal of the card issuance arrangement.
- (b) Partner shall have the sole responsibility to ensure that all ordered/issued/delivered cards are activated/linked to the respective GCash Accounts of the individuals whose names appear on the relevant card within thirty (30) calendar days from date of delivery.
- (c) Partner shall provide the Company an updated personalized Card Inventory Level Report every last working day of the month for every card order for validation by the Company if the ordered/issued/delivered cards is activated/linked in accordance with Section 3.1(b) above. The Card Inventory Level Report shall contain the following information:

SEQUENCE OF BATCH	COMPANY	ACCOUNT MANAGER	IPIN	NAME ON CARD	NUMBER OF CARDS	DATE ISSUED	DATE LINKED TO THE COMPANY	NUMBER OF EMPLOYEES	BALANCE STATUS
<small>FOR USE OF THE COMPANY TO TRACK THE STATUS OF THE CARDS ISSUED TO THE EMPLOYEES OF THE COMPANY</small>									
SEQUENCE OF BATCH	COMPANY	ACCOUNT MANAGER	IPIN	NAME ON CARD	DATE ISSUED	DATE LINKED TO THE COMPANY	NUMBER OF EMPLOYEES	BALANCE STATUS	
<small>FOR USE OF THE COMPANY TO TRACK THE STATUS OF THE CARDS ISSUED TO THE EMPLOYEES OF THE COMPANY</small>									

- (d) Upon discovery of cards that remain undistributed and unlinked after thirty (30) days from delivery, the Company reserves the rights to: (1) immediately suspend any agreed and ongoing card issuance arrangement; and/or (2) without need for Partner's prior approval or concurrence, block, suspend, cancel, or demand the return of the cards that have not yet been distributed. All affected cards that will be surrendered to the Company pursuant to this provision shall immediately be subjected to physical card destruction, and Partner shall not be entitled to any refund of fees paid for blocked, suspended, cancelled and/or destroyed cards.
- (e) Subsequent card orders shall be processed only if there are no outstanding amounts due from the Partner and the current inventory of cards has been depleted because of their issuance to the person named therein and their activation/linking to the relevant GCash account in accordance with Section 2.1(b) above.

3.2 For Personalized Standard Design GCash Card orders:

- (a) Cards must be issued and activated within thirty (30) days upon Partner's receipt of the cards at their nominated locations or premises.
- (b) Subsequent card orders shall be processed only if there is no outstanding amount due from the Partner and the current inventory of cards has been depleted in accordance with 2.2(a) above.

3.3 For Personalized Co-branded Designed GCash Card orders:

- (a) The minimum order quantity is five thousand (5,000) per order. In addition, all ordered Co-branded Designed GCash Cards must be issued and activated within thirty (30) calendar days upon Card order.
- (b) The Card Design Layout for the Co-branded Designed GCash Cards shall be subject to approval of the Company and its Card Brand Partner prior to card production. The Delivery Schedule shall depend on the Card Brand Partner's design approval and the agreed production schedule with the Company's Card Vendor.
- (c) Upon design approval and agreement on the production schedule, Partner must submit the official Purchase Order Form (POF) via the Company's designated channel. Partner must pay the entire card order/purchase order amount before card production can commence, regardless if cards will be delivered to Partner as a one-time (single batch) delivery or staggered (multiple batches) of delivery.
- (d) Once the current inventory has been depleted in accordance with Section 2.3(a) of this Annex, the Card design approval, card ordering and payment process shall be repeated by Partner and Company.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of Company

FDS Partner Concerns Support Guidelines

- (a) Deliver the GCash Cards to Partner's chosen delivery address within the agreed turnaround time, and with Pairing List.
- (b) Set up monthly or quarterly business reviews, forecast alignment, and regular cadences with Partner.
- (c) Handle Cardholder inquiries and concerns regarding the product and other promo mechanics (when applicable) via GCash App's Help Center or 2882.
- (d) Ensure security of Cardholder data by implementing security controls in accordance with the payment card industry data security standards.

4.2 Responsibilities of Partner

- (a) Implement security measures and controls, and comply with the regular assessment requirements prescribed under the Company Third-Party Information Security Checklist for GCash Card Partner Issuers to be provided by Company to Partner.
- (b) Issue the GCash Card Kits to its Payees who are Active GCash PowerPay Plus Account Holder.
- (c) Manage the GCash Card inventory and ensure compliance to the prescribed security measures of the Company.
- (d) Ensure that all GCash Cards in its possession are issued to its Payees and activated within thirty (30) days upon Partner's receipt of the GCash Card. Non-moving inventory and/or inactivated (i.e., unissued cards, unused cards or cards without any transactions) may result in Company's refusal to process subsequent card orders of Partner.
- (e) Ensure that there is an acceptable inventory Card custodianship and safekeeping in place and abide by the policies prescribed by the Company for the use of GCash Cards.
- (f) Cascade the guidelines to its designated GCash Card handling personnel or custodian ("Custodian") regarding the proper way of distribution and issuance of the GCash Card to its Payees.
- (g) Ensure that all the GCash Card Kits are safely kept by the Custodian and at all times sealed.
- (h) Take accountability for lost GCash Cards prior to transfer to the Account Holder.
- (i) Ensure that GCash Cards are issued only to its Payees, who are likewise identified as Active GCash PowerPay Plus Account Holder. Issuance of Cards to Payees shall be within thirty (30) days upon receipt by Partner of the GCash Cards.
- (j) Investigate cases of damaged GCash Cards and claims for refund.
- (k) Attend to (i) concerns on damaged GCash Cards as raised by Payees upon opening of the GCash Card Kit (e.g., Cardholder complains that the Card they received has cracks) and (ii) requests for replacement of damaged GCash Card.
- (l) Conduct monthly or quarterly commercial reviews with the Company.
- (m) Ensure that GCash Card Kit is in good condition at all times prior to distribution, and prevent any form of tampering. Acknowledgement of the receipt of GCash Card Kits shall mean that Cards are received in good condition. Otherwise, Partner shall decline the courier's delivery of the GCash Card Kits and report its concerns to Company. In case Company receives reports or complaints regarding the Cards delivered, or Company discovers upon audit of any form of Card tampering, Partner shall cooperate with Company for the conduct of the necessary investigation. If damages to the GCash Card Kits are attributable to Partner's fault, Partner shall reimburse Company with all costs it incurred arising therefrom.
- (n) Ensure that the following are in place prior to the handover of the GCash Cards to Payees:
 - (i) Appoint a Custodian(s) who shall be responsible for ensuring the safekeeping and distribution of the GCash Card to the Payees.
 - (ii) Ensure confidentiality of Cardholder data. Individuals who have access to Cardholder data shall be limited to the appointed Custodians.
 - (iii) GCash Cards for distribution must be stored in a locked cabinet or vault ("Storage"), where access is limited to the Custodian. Locks and keys of the Storage should only be issued to the Custodian. The Partner should also keep record of the Storage locks and keys and to whom it was issued.
 - (iv) The storage area is kept sealed at all times and monitored by CCTV. A log sheet shall be provided to monitor who enters the storage area. The log sheet shall indicate the name, date, and time of entry.
 - (v) Distribution of GCash Cards to Payees should be strictly controlled and monitored, and receiving logs shall be maintained by the Custodian to keep track of the distribution. Should there be a need to send the GCash Cards to Payees via courier, Partner shall ensure that the courier is reputable and trusted and all transactions with the courier are well documented for proper monitoring and tracking.
 - (vi) Ensure that the GCash Cards are received by the intended recipient by keeping records or logs that indicate details relating to the release of GCash Cards, such as, but not limited to, name and signature of the recipient, date and time of receipt, and type of GCash Card delivered.

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- (o) Monitor its own Card Inventory Level and ensure that the same is adequate for its operations and is moving at a reasonable pace. Ordered cards must be issued and activated within thirty (30) days upon receipt of the cards.
 - (p) In the event that GCash Cards were issued to Partner or Payees erroneously, the Partner or Company shall inform the other Party within twenty-four (24) hours from its discovery. Partner shall return to Company all GCash Cards erroneously issued within ten (10) days upon receipt of notice from the Party. The transmittal cost and Card replacement (if any) shall be for the Company's account.
 - (q) Partner shall abide by the Company's Card policy and changes thereto.
 - (r) Partner shall cooperate with Company during the conduct of Card-fraud investigation and regular risk assessment activity.
5. **INDEMNIFICATION.** The Company shall not be liable for any direct, indirect, incidental, consequential, or special damages, losses, or expenses arising from the Partner's or its authorized users' use or misuse of the GCash Cards, except to the extent such damages are directly caused by the Company's Gross Negligence or willful misconduct.
6. **AUDIT AND INSPECTION.** The Company shall have the right, upon reasonable notice, to inspect and audit the GCash Cards, the Partner's records related to the GCash Cards, and the Partner's use of the GCash Cards to ensure compliance with this Agreement. The Partner shall cooperate fully with any such inspection or audit.
7. **SUPPLEMENTAL AGREEMENTS.** Notwithstanding anything contrary to this Agreement, this Annex 4 may be modified by Company with thirty (30) days' prior notice to Partner.
8. **PENALTY FOR VIOLATION.** Any violation of this Annex 4 shall entitle Company to charge Partner with the actual cost incurred by Company arising from such violation, or the amount of Five Hundred Thousand Pesos (PhP 500,000.00) whichever is higher, for each instance of violation. Company shall have the right to set off such amount from the amount due and payable to the Partner.



**ANNEX 4
PAYEE CONCERNS SUPPORT GUIDELINES**

Service Type	Transaction Type	Issue/Request	Description	Pre-conditions for Issue Pending	Support Channel	Available Hours/Case #ing	SLA/TAT
Service Request	Transferor Validation	Transferor Data - Account Detail	Payee concerns for the Transferor: Hubday For a payee to be able to file a claim for a disbursement, the bank must be able to identify the payee	<ul style="list-style-type: none"> 1. Payee Name 2. Social Security Number 3. Payee ID 4. Date of Transaction or Date Range 5. Account 6. Reason for Request 	<ul style="list-style-type: none"> Customer Support Help Desk Web Center Web - Help Desk or Web Center 	<ul style="list-style-type: none"> Monday - Friday 9:00am - 5:00pm Web Center 24/7 Web - Help Desk or Web Center 24/7 	<ul style="list-style-type: none"> 6 days - 24 hours to resolve most transferor validation issues 24 hours - 24 hours to resolve most transferor validation issues
Service Request	Transferor Validation	Current/Account Information	Payee did not receive a disbursement Statement for 1 Payee	<ul style="list-style-type: none"> 1. Payee Name 2. Social Security Number 3. Payee ID 4. Date of Transaction or Date Range 5. Account 	<ul style="list-style-type: none"> Customer Support Help Desk Web Center Web - Help Desk or Web Center 	<ul style="list-style-type: none"> Monday - Friday 9:00am - 5:00pm Web Center 24/7 Web - Help Desk or Web Center 24/7 	<ul style="list-style-type: none"> 6 hours - 24 hours to resolve most current/account information issues 24 hours - 24 hours to resolve most current/account information issues

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 EOP Payee Concerns Support Guidelines

Service Type	Relationship/Client	Organization Type	Involved/Client	Description	Preparation for Meeting	Support Lead/Channel	Operating Hours/Lead Time	SLA/SLI/SLA
Service Request	2137	Public Agency	Request for Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days
Service Request	Other Client's Information	Other Client's Information	Other Client's Information	Requester that handle could not access data.	1. Review Logs 2. Grant Access to user 3. Complete issue	Partner Support permanet@permanet.com	21 hours Monday to Sunday	90 Days

EDS Customer Support Guidelines

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Request Type	Request Category	Requester Name	Request Description	Request Details	Request Status	Request Date	Request Location
Special Request	IT/IA	IT/IA	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request
Special Request	IT/IA	IT/IA	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request
Special Request	IT/IA	IT/IA	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request
Special Request	IT/IA	IT/IA	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request	Request for Special Request

IT/IA Requester Name: [Name]

IT/IA Requester Name: [Name]

IT/IA Requester Name: [Name]