

THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS AS WELL AS THOSE APPEARING ON THE PURCHASE ORDER CONDITIONS

CONDITIONS

1. Application

These Conditions shall be incorporated into the contract between the Seller and the Buyer for the supply of the goods and/or services specified in the Order (the "Goods") and shall prevail over any terms or conditions contained in the Seller's acceptance of the Order or elsewhere or implied by trade, custom or course of dealing.

These Conditions and the Order itself constitute the entire agreement of the Seller and the Buyer and shall not be modified or varied in any way except with the prior written approval of the Buyer.

2. Acceptance

The execution and return of the acknowledgment copy of the Order by the Seller or the shipment of any part of the goods and/or the performance of the services comprising this Order, whichever is earlier, constitutes acceptance by the Seller of the Order and the Conditions.

3. Quality, Quantity and Specifications

The Goods shall be (a) of the quality, quantity, description and specifications as stated in the Order, (b) free from all defects in title, design, workmanship and materials, (c) free from all liens and encumbrances, and (d) merchantable quality.

4. Packing

The Goods shall be packaged, marked and delivered at the Seller's expense in accordance with the Order. Unless otherwise agreed in writing between the Seller and the Buyer, no charge will be made by the Seller for packing, crating, drayage, demurrage or storage without the Buyer's written permission.

5. Delivery, Title and Risk

Unless otherwise specified on the reverse side hereof, the Goods shall be Delivered Duty Paid at the Buyer's premises (Incoterms 2020 or its latest version) in accordance with the Order or the Buyer's instructions. The Goods shall comply in all respects with Clause 3 hereof. The Seller shall bear the risk of loss of or damage to the Goods until the Goods shall be so delivered. Title to and risk in the Goods shall pass to the Buyer on delivery of the Goods in accordance with the Order and these Conditions, without prejudice to any right of rejection which

may accrue to the Buyer under the Order and these Conditions or otherwise.

6. Rejection

6.1 Delivery of the Goods and/or completions of the performance of the services must be effected within the time stated in the Order unless extended by subsequent written agreement between the Seller and the Buyer. In addition to and without prejudice to other legal remedies available to the Buyer, the Buyer reserves the right to cancel the Order without liability if any portion thereof is not fulfilled within the time specified in the Order. Time is of the essence in respect of the Order.

6.2 Without prejudice to Clause 6.1, if the Seller fails to deliver the Goods or complete the performance of the Services within the time stated in the PO, or within any extension of time subsequently agreed by the parties, there shall be deducted from the sums due to the Seller or paid by the Buyer to Seller by way of liquidating damages for delay, an amount equal to three percent (3%) of the price specified in the PO for every calendar day beyond the delivery date stated in the PO.

6.2 The Goods shall be received by the Buyer subject to the Buyer's inspection and right of rejection. If the Goods or any part thereof do not comply with the terms of these Conditions and/or delivery or shipment of the Goods is not made as specified in the Order or these Conditions, the Buyer may reject the Goods or any part thereof without liability and without prejudice to any other legal remedies available to the Buyer by giving notice of rejection to the Seller. The Seller shall forthwith refund to the Buyer any payment made by the Buyer for the Goods rejected without prejudice to any other legal remedy to which the Buyer may be entitled to. If instructions are not received by the Buyer from the Seller within fifteen (15) days after notice of rejection, the Goods shall be made available for collection at the Seller's expense. Goods returned as defective shall only be replaced with the Buyer's written permission.

6.3 The Buyer may refuse delivery of any Goods delivered in excess of the amount specified in the Order and if it refuses such delivery shall make available such goods to the Seller at the Seller's expense.

6.4 The Buyer shall have the right to cancel in whole or in part this PO in case the Supplier, in the performance of its supply of goods and/or services to the Buyer, fails to comply with all the requirements of existing laws and regulations applicable to it and all standard operating procedures

required by its business operation or of Buyer's instructions, and such failure results to or causes business disruption to the Buyer, or loss of or impairment of Buyer's property, or death of or injury to Buyer's employees, agents, and other persons injured or affected in the course of Buyer's performance of its obligations herein.

7. Price

7.1 The price specified in the Order constitutes the maximum amount payable by the Buyer and the Order shall not be invoiced at any price higher than that shown on the Order without the written agreement of the Buyer. In the event that subsequent to the acceptance of the Order and before shipment thereof the

Seller shall reduce the price of any Goods or services of a kind or character substantially the same as the Goods or any part thereof, any such reduced price shall supersede and be deemed to be substituted for the price of the Goods or the relevant part thereof before the addition of other charges pursuant to Clause 4 if any.

7.2 The Buyer shall pay for the Goods against delivery of the Goods in accordance with Clause 5 hereof. Neither payment for the Goods nor delivery of the Goods by the Seller shall constitute acceptance of the Goods by the Buyer.

8. Indemnity

The Seller shall defend, indemnify and hold harmless the Buyer, its Affiliates, and its officers, agents, employees and subcontractors from claims, liabilities, losses, damages and expenses suffered or incurred by the Buyer, its Affiliates, and its officers, agents, employees or subcontractors including but not limited to legal fees, arising from or caused by any act or omission of the Seller, or its officers, agents, employees or subcontractors (a) through injury to any of the Buyer's and/or the Seller's officers, agents, employees or subcontractors or to the Buyer's or its officers, agents, employees or subcontractors' property, or (b) by reason of any actual or alleged trademark, copyright or patent infringement, or (c) by reason of the Seller's failure to deliver the Goods in accordance with the Buyer's instructions, or (d) otherwise occurring as a result of any breach by the Seller of the Order and/or these Conditions, or (e) relating to or resulting from Seller's failure to comply with any laws and regulations applicable to the provision of goods and/or services or to obtain any licenses, permits and approvals necessary for it to provide the goods and/or services, and breach of the representations and warranties in this Order and Conditions.

9. Insurance

The Seller shall maintain such insurance against public and property damage and such employee's liability and compensation insurance as will protect the Buyer against the claims, liabilities, losses, etc. mentioned in the provisions of Clause 8 (a), (b), (c) and (d) above and against any claims under any relevant legislation in respect of employee's compensation or health and safety at work.

10. Data Compliance

The Seller warrants that if the Goods include any computer processor, hardware, software, timing mechanism or data (and any parts, updates or additions, it hereafter provides with respect

to the Goods), the Goods will correctly process and manipulate data and transactions involving dates, including single century, multi-century and leap year calculations, and will correctly multi-year transactions between centuries, and will operate without adverse effect with respect to any date. If the Order covers any services, the Seller makes the above warranty with respect to any computer processor, hardware, software, timing mechanism or data item used by the Seller or created, modified or delivered to the Buyer in the performance of those services. Without prejudice to any remedy available to the Buyer, the Buyer may require the Seller to demonstrate compliance with this warranty prior to delivery to the Buyer.

11. Child Labor/Forced Labor

11.1 The Seller shall not employ any person who is younger than the age of 15 or the applicable minimum employment age or mandatory schooling age, whichever is higher.

11.2 The Seller represents and warrants that a permitted worker under the age of 18 shall not be engaged in work that, by its nature or the circumstances in which it is carried out, is likely to harm the health or safety of this worker. In addition, the Seller represents and warrants that the weekly and daily working schedules of permitted workers under the age of 18 shall comply with all applicable laws and regulations.

11.3 The Seller shall not employ persons under conditions that this work or service is exacted from them under the menace of any penalty and for which the said person has not offered himself voluntarily.

11.4 The Buyer, its employees and agents have the right, upon reasonable advance notice, and at the Buyer's expense to audit the Seller's books and premises with regard to the Seller's performance with the obligations of 11.1, 11.2, and 11.3 above.

12. General

12.1 All drawings, plates, cylinders, electrotypes, models, samples, designs, technical information and data or other proprietary information written, oral or otherwise furnished to the Seller and all rights therein are the property of the Buyer, and will be delivered to the Buyer upon demand.

12.2 The obligations of the Seller under the Order and these Conditions shall survive acceptance of the Goods and payment therefor by the Buyer.

12.3 The Seller shall have no rights or interests in any of the tradenames, trademarks, insignia and designs owned by the Buyer

and/or any of its affiliates which are used on or in connection with the Goods and shall promptly notify the Buyer of any infringement of such tradenames, trademarks, insignia and designs.

12.4 The Seller shall at all times keep strictly confidential all information of a confidential nature relating to the Goods or services, the Buyer and/or any of its affiliates which the Seller may receive from the Buyer or from any of its affiliates.

12.5 Unless otherwise specified on the reverse side hereof, the Order and these Conditions shall be governed by and construed in accordance with Philippines law save that the shipping terms used herein shall have the meanings ascribed to them in the Incoterms 2020 or its latest version. The parties to this Order hereby irrevocably submit for all purposes of or in connection with this Order to the non-exclusive jurisdiction of the courts of Philippines.

12.6 Nothing in this Order and Conditions shall prevent Buyer from disclosing the terms of this Order and Conditions, including Seller's identity and the payment terms hereof, if necessary, to any government agency or official that, in Buyer's judgment, has a legitimate need to know.

12.7 Any representation or warranty made in this Order and Conditions is breached by the Party making such representation or warranty or is determined to be false or misleading in any material respect, it being understood that Buyer has the right to terminate the Order and Conditions and shall not be obligated under this Order and Conditions to take any action or omit to take any action (including making any payment hereunder) if it believes, in its sole discretion, that Seller has breached any of the anti-corruption representations and warranties or that continued performance of any part of this Order and Conditions could expose Buyer or any of its affiliates to legal liability under the laws of any jurisdiction. In the event of any such termination, any amounts that would otherwise be due to Seller hereunder, including any outstanding and unpaid claims for payment, shall be null and void to the extent permitted by applicable law and Seller shall be obligated to reimburse Buyer the amount of all payment or fee associated with such breach.

13. Sanctions

The Seller represents that neither it, nor any of its affiliates (nor any director, officer or to its knowledge, employee of it

or any of its affiliates) nor any of its agents, is a person, or is owned or controlled by a person that is (i) the subject of any Sanctions; (ii) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities or (iii) employs, uses, procures or subcontracts any workers or labour originating from or attributable to North Korea.

13.1 Sanctions means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departments of State or Commerce or any other US government authority, the United Nations Security Council, the European Union, Switzerland or other such Sanctions authority in a jurisdiction of relevance to this Order and Conditions.

14. Performance of Services

The Seller will not assign any of its rights or obligations in connection with this Order and Conditions to any third party, or contract with any third party to serve as a subcontractor, without the prior written consent of the Buyer. The Services to be provided hereunder will be performed personally by Seller, [including, if Seller is a business entity, its partners, owners, principals, employees, agents or representatives], unless otherwise agreed in writing by the Buyer.

15. Compensation and Expenses

15.1 The Buyer shall reimburse Seller, at cost, for reasonable business and travel expenses approved in writing in advance by Buyer in accordance with PMI guidelines communicated separately to Seller, and supported by corresponding receipts and related documentation.

15.2 The Buyer shall pay all amounts due to the Seller by cheque or in wire transfer to Seller's bank account in the country where the Seller resides or performs Services, after receipt by the Buyer of a detailed written invoice therefore and subject to Buyer's payment policies. The submission of each such invoice by the Seller shall be a representation and warranty that the covenants, representations and warranties of the Seller in this Order and Conditions remain true and accurate as of the date of such invoice. No payments shall be made in cash or bearer instruments, and no payments due to the Seller shall be made to a third party instead.

16. Anti-Corruption and Anti-Bribery

16.1 Definitions

As used herein, the following terms shall have the following meanings:

"Anti-Corruption and Anti-Bribery Laws ('ACAB Laws')" means, without limitation, all applicable laws prohibiting bribery, corruption, kickbacks, the improper conferring of any gift, payment, or other benefit on any person, or similar unlawful or unethical conduct, or which has as its objective the prevention of corruption. This includes, but is not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any similar laws of the European Union, Switzerland or any other country, each as amended, and any regulations promulgated thereunder.

"Close Family Member" means an individual's spouse, the individual's and the spouse's parents, siblings, and children, and any other individuals who share the same household.

"FCPA" means the United States Foreign Corrupt Practices Act of 1977 as amended. The FCPA makes it unlawful to offer or provide anything of value—directly or indirectly—to a foreign official to improperly obtain or retain business, direct business to any person, or obtain a business advantage, and requires companies to maintain accurate books and records and internal controls sufficient to detect and prevent violations. The FCPA applies to Philip Morris International, and all of its affiliates, subsidiaries, officers, directors, employees, or agents, including third parties engaged to work on its behalf wherever we do business worldwide.

"Government Instrumentality" includes (1) any government agency, department or subdivision, including a legislature, administrative body, court, or ministry, at the supranational, national, state and local level; (2) any organization that serves a public purpose and is closely tied to any level of government, but may not itself be considered a government agency, including government-owned or controlled universities, hospitals and commercial enterprises; and (3) public international organizations whose members are governments or Government Instrumentalities, such as the World Health Organization and the United Nations. For purposes of this Order and Conditions, an entity shall be considered government-owned or controlled if a government (i) owns or controls 50% or more of the entity's shares, (ii) funds more than 50% of the entity's budget, or (iii) can otherwise direct the management, policies or affairs of that entity.

"Government Official" means any officer, employee, or person employed by or acting on behalf of any Government Instrumentality, or any officials of a political party or candidates for political office.

"UKBA" means the United Kingdom Bribery Act 2010. The UK Bribery Act is similar to the FCPA, but in many respects it is even broader. The UKBA prohibits: *active bribery* (promising or giving a financial or other advantage to any person); *passive bribery* (agreeing to receive or accepting a financial or other advantage); bribery of foreign public officials; and the failure of commercial organizations to prevent bribery by an associated person.

16.2 Seller shall not assign any of its rights or obligations in connection with this Order and Conditions to any third party, nor subcontract with, employ, delegate, or otherwise use any subcontractor, subagent, person, entity or representative (collectively, "subcontractor") to perform any duties or obligations of Seller under this Order and Conditions without the prior written consent of Seller. Any such written consent shall not relieve Seller from any liability or obligation hereunder. Seller shall be responsible and liable for the acts, errors, omissions and defaults of any Subcontractor as fully as if they were the acts, errors, omissions or defaults of Seller. Seller shall not use any subcontractor to perform any act which Seller cannot perform pursuant to this Order and Conditions or which would breach this Order and Conditions.

16.3 To the extent Buyer has agreed in writing, as set forth herein and in its sole discretion, to the retention of a subcontractor to perform duties or obligations of Seller under this Order and Conditions, Seller shall ensure in its agreement with subcontractor that: (i) Buyer has the ability to conduct reasonable due diligence on the subcontractor prior to the subcontractor's work on Buyer's behalf; and (ii) Buyer has the right to audit subcontractor's work on behalf of Buyer, which may include a review of subcontractor's books and records and interviews of relevant subcontractor personnel.

16.4 Buyer from time to time, in its sole discretion, shall have the right to demand, and Seller agrees to provide, a certificate confirming compliance with respect to any matters occurring under this Order and Conditions.

16.5 Seller represents and warrants that it shall provide the goods and/or services pursuant to this Order and Conditions in a timely and professional manner, and with all due care and skill, at all times in compliance with applicable legal requirements. Violations of law will

not be suggested, encouraged, tolerated, or condoned by Buyer or its Affiliates. Seller represents and warrants that it is now in compliance with the laws of the jurisdiction(s) applicable to Seller's performance under this Order and Conditions, as well as the laws of any other countries or jurisdictions that are applicable to the transactions contemplated herein and will remain in compliance with all such laws for the duration of this Order and Conditions.

16.6 Seller represents and warrants that it shall ensure that each employee, agent, representative, subcontractor or other person involved with the performance of this Order and Conditions reviews and complies with the standards of conduct set out in this Order and Conditions, and with such policies and codes of conduct of which Buyer has given Seller express notice, including the PMI Code of Conduct and PMI's Global Anti-Corruption Policy (both available at <https://www.pmi.com/our-views-and-standards/standards/compliance-and-integrity>) as amended from time-to-time.

16.7 Seller represents and warrants that it shall secure and maintain all licenses, permits, approvals, certifications and registrations which may be required under applicable law or regulation in order to provide the goods and/or services.

16.8 Seller represents and warrants that it shall in an accurate and timely manner and at its own expense (i) file all reports with governmental authorities as required by applicable law in connection with Seller's activities on behalf of Buyer hereunder, and forward copies of all such reports to Buyer timely following their filing; (ii) provide Buyer periodic reports detailing the work performed in connection with this Order and Conditions, and all other information and assistance necessary for Buyer to comply with any registration or filing requirements; and (iii) further provide all necessary information and assistance to Buyer in a timely and accurate manner to enable Buyer to comply with any registration, filing, or other legal requirements that may apply to Buyer.

16.9 Seller represents and warrants that it shall not create or maintain any secret or unrecorded funds or assets for any purpose in connection with this Order and Conditions or the provision of goods and/or services hereunder.

16.10 Seller represents and warrants that it shall provide Buyer with prompt and full cooperation in respect to any request by Buyer for information in relation this Order and Conditions.

16.11 The preceding and following representations, warranties and obligations are material terms of this Order and Conditions and Seller's full compliance in all respects with such terms is an essential component of Seller's obligations under this Order and Conditions. Seller acknowledges that its breach of any of the foregoing will constitute grounds for termination of this Order and Conditions by Buyer.

16.12 In the event that Buyer has reason to believe that a breach of any of the representations and warranties in this Order and Conditions has occurred or may occur, Buyer may withhold further payment under this Order and Conditions until such a time as it has received confirmation to its satisfaction that no breach has occurred or will occur. Buyer shall not be obligated under this Order and Conditions to take any action or omit to take any action (including making any payment hereunder) that it believes, in good faith, would cause it to be in violation of the laws of any jurisdiction.

16.13 Buyer expects, and Seller represents, warrants and agrees, that Seller will for all activities undertaken pursuant to this Order and Conditions, or in connection with any other business transaction involving Buyer or its Affiliates, comply in all respects with such laws and statutes as may be in effect at time of performance, and all valid rules, regulations and orders thereof regulating such activities. This includes the FCPA, UKBA, or other ACAB laws.

16.14 The FCPA, the UKBA, and similar ACAB laws, as well as PMI Global Anti-Corruption Policy and related Standards prohibit Seller and anyone acting on its behalf from providing, offering, promising or authorizing anything of value to:

- (i) any officer or employee of, or any person acting in an official capacity for, a government or any department, agency or corporation thereof, or any political party, party official or candidate; or
- (ii) any person, while knowing or having reason to know that all or a portion thereof will be offered, given or promised, directly or indirectly, to anyone described in (i) above, for the purpose of:
 - a. influencing any act or decision by such person in his official capacity, or
 - b. inducing such person to use their influence with a government to affect, either by action or inaction, any act or decision of such government

to obtain or retain business or secure an improper advantage, or

- (iii) any other person with the intent to induce or reward a person to perform any function or activity improperly, or where acceptance of the item of value or advantage would itself constitute improper performance of a function or activity (collectively, "Improper Payments").

16.15 Seller represents and warrants that it has not, and agrees that it will not, in connection with the provision of goods and/or services contemplated by this Order and Conditions or in connection with any other business transaction involving Buyer make, offer or authorize an Improper Payment. This includes a prohibition on offering or making "facilitating" or "expediting" payments. Facilitating/expediting payments are small payments made to Government Officials in furtherance of or to expedite or secure the performance of routine, non-discretionary government action. Examples include payments to speed up issuing of legitimate visas; licenses or permits; and to connect telephones or other utility services.

16.16 Seller represents and warrants that (i) it understands the purposes, prohibitions and penalties stated in the FCPA and other ACAB Laws, (ii) it has in place, and will maintain, adequate procedures designed to prevent violations thereof, and (iii) it shall not commit any act or engage in any transaction that would place Seller or its Affiliates in jeopardy under the FCPA, or other statute.

16.17 It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

16.18 This Order and Conditions shall not, however, prohibit normal and customary business entertainment or the giving of business gifts consistent with PMI's Global Anti-Corruption Policy which has been received and reviewed by Seller.

16.19 Seller represents and warrants that it has kept and will continue to keep accurate financial records that timely, completely, fairly and accurately reflect all of its financial transactions.

16.20 Seller represents and warrants that it shall immediately inform Buyer if Seller or any of its owners, affiliates, officers, directors, employees or agents involved in providing goods and/or

services to Buyer, learns of or suspects a violation, possible violation, or any investigation of a possible violation, of any ACAB laws or PMI's Global Anti-Corruption Policy and Standards related to the activities of Seller, its direct or indirect owners, affiliates, officers, directors, employees, agents, or other persons in connection with Seller's providing goods and/or services under this Order and Conditions or work for Buyer.

16.21 Seller shall, at the request of Buyer in its sole discretion, attend periodic training when requested by Buyer concerning the FCPA, other relevant ACAB Laws, PMI Policies, Principles and Practices, and other training topics determined by Buyer from time to time. Buyer shall have sole discretion in determining which persons associated with Seller, whether officers, directors, direct or indirect owners, employees or others who will be involved in providing goods and/or services under this Order and Conditions, shall attend and complete such training. Seller and Buyer agree to work together to determine the appropriate personnel who will attend training and the method and delivery thereof.

16.22 Seller further acknowledges that it has had an opportunity to review the PMI Code of Conduct and PMI's Global Anti-Corruption Policy (both available at <https://www.pmi.com/our-views-and-standards/standards/compliance-and-integrity>) as amended from time-to-time, ask any questions concerning or clarifying any aspects thereof, and understands the same.

16.23 Seller represents and warrants that it does not have, and will not have during the term of this Order and Conditions, any conflict of interest that would compromise Seller's ability to provide the goods and/or services or would create an appearance of impropriety in regard to Seller's providing goods and/or services.

16.24 Seller represents and warrants that neither it nor any of its officers, directors, direct or indirect owners, employees, nor any agent, representative or subcontractor or other persons who will be involved in providing goods and/or services under this Order and Conditions will interact on Buyer's behalf with any Government Officials or Government Instrumentalities without the prior express knowledge and consent of Buyer.

16.25 Seller represents and warrants that to the best of Seller's knowledge, none of its officers, directors, direct or indirect owners, employees or other person who will be involved in providing the goods and/or services under this Order and Conditions, is a

Government Official, political party official or candidate, is a Close Family Member of such an official or candidate, or is otherwise in a position to influence the award of business or other advantages to Buyer.

16.26 In the event that during the term of this Order and Conditions there is a change in the information required to be disclosed in this Section, Seller agrees to disclose the same in writing to Buyer within thirty (30) days.

16.27 Seller agrees to report in writing within thirty (30) days any change involving any signatory on any bank account or owner of any bank account into which fees from Buyer are paid, or change in banks into which fees are paid.

16.28 Buyer shall have the right, in its sole discretion, to terminate this Order and Conditions without penalty to Buyer or further payments of commission if Seller fails to comply with this Section 16.

17. Data Protection Requirements

17.1 Definitions

As used herein, the following terms shall have the following meanings:

17.1.1 An "Affiliate" of a Party hereto shall mean another firm or entity which directly or indirectly controls or is controlled by or under common control with such Party, where "control" means the ability to direct the affairs of another whether by contract, ownership of shares or otherwise.

17.1.2 "Client Personal Data" shall mean Personal Data that either:

(a) Buyer, or a person acting on its behalf, provides to Seller, or permits Seller to access, in connection with this Order and Conditions; or

(b) Seller creates in providing the Services.

17.1.3 "Data Controller" shall mean a person who, along or jointly with others, determines the purposes and means of the Processing of Personal Data.

17.1.4 "Data Processor" shall mean a person who Processes Personal Data on behalf of a Data Controller.

17.1.5 "Data Protection Law" shall mean the law protecting the fundamental rights and freedoms of persons and, in particular, their right to privacy, with regard to the Processing of Personal Data, which includes but is not limited to Republic Act No. 10173 or the Data Privacy Act of 2012, its implementing rules and regulations, and the issuances of the National Privacy Commission, as may be amended from time to time.

17.1.6 "Data Subject" shall mean an identified or identifiable individual or legal entity. An "identifiable" individual or legal entity is one who can be identified, directly or indirectly, including by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

17.1.7 "Model Clauses" means model contractual clauses recognized by competent legislative authorities (including bodies exercising the authority to promulgate delegated legislation) for the purpose of permitting a transfer of Personal Data beyond the borders of the relevant country (for example, where the Data Controller is located within the EU Equivalent Protection Area, applicable Data Protection Law may permit Buyer to permit the transfer on the basis of the EU Controller to Processor Standard Clauses).

17.1.8 "Personal Data" means personal data, as the term is defined under Philippine data privacy laws, rules and regulations, of a Data Subject including, employees, officers, workers and/or other individuals connected with Buyer and its Affiliates;

17.1.9 To "Process" (and variants of it, such as "Processing") means to perform any operation or set of operations upon data, whether or not by automatic means, such as collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination, or otherwise making available), aligning or combining, blocking, erasing or destroying.

17.2 Data Protection

Seller as Data Processor of Client Personal Data

17.2.1 This Section 17.2.1 applies to all Seller's Processing of Client Personal Data, save where Seller Processes Client Personal Data as a Controller in accordance with Section 17.2.3.

(a) Buyer appoints Seller as its Data Processor of the Client Personal Data.

(b) Seller shall Process Client Personal Data only:

(i) on behalf of Buyer (and not for itself);

(ii) for the purpose of providing the Services;

(iii) so far as necessary to provide the Services; and

(iv) in accordance with Buyer's reasonable instructions from time to time.

(c) Should Seller appoint any subcontractor as further Data Processors on behalf of Seller, Seller shall engage them on terms that provide equivalent protections to those set out in this Section 17.2.

Data Transfers

(d) Seller may not Process, nor permit any subcontractor to Process, Client Personal Data outside the Philippines unless BUYER gives its prior consent to that Processing.

(e) Where Buyer permits any Processing outside the Philippines, Seller shall enter into (and shall procure that any of Seller's subcontractors (including Seller's Affiliates as appropriate) who is to be a Data Processor under such transfer enters into) such Model Clauses as Buyer shall reasonably specify with:

(i) Buyer; or

(ii) (at Buyer's option) any of Buyer's Affiliates that Buyer may specify.

Seller shall not perform any further transfers of the Client Personal Data outside the Philippines jurisdiction beyond the transfer permitted in accordance with Sections 17.2.1(d) and 17.2.1(e) without complying with the requirements of those Sections again in respect of such further transfers, and so on.

17.2.2 This Section 17.2.2 applies both to Seller's Processing Client Personal Data as a Data Processor, and (to the extent permitted in Section 17.2.3) to its Processing Client Personal Data as a Data Controller.

(a) Seller shall comply with applicable Data Protection Law in Processing Client Personal Data.

(b) Each Party shall reasonably cooperate with, and assist, the other in respect of any:

(i) threat to, or compromise of, the confidentiality, integrity or availability of Client Personal Data; and

(ii) communications, requests (e.g. subject access requests, or requests to correct or delete), objections or any other communications received from Data Subjects, regulatory authorities or any other person concerning Client Personal Data.

(c) Seller shall:

(i) notify Buyer:

(A) within 24 hours if it becomes aware of an event identified in Section 17.2.2(b) (i); and

(B) within one working day if it receives any communication of the type set out in Section 17.2.2(b) (ii); and

(ii) not respond directly to any communication of the type set out in Section 17.2.2(b) (ii) without Buyer's permission.

(d) Seller shall implement and maintain technical and organizational measures, and appropriate security measures, to

protect the Client Personal Data from unauthorised use or access, accidental loss, damage, destruction, theft or disclosure, and shall ensure that such measures are commensurate with the harm that may result from unlawful Processing, unauthorised use or access, accidental loss, damage, destruction, theft or disclosure of the Client Personal Data, having regard to the nature of the Client Personal Data itself.

(e) Seller shall comply with the Data Protection Law and other issuances of the National Privacy Commission.

(f) Seller shall assist Buyer, by appropriate technical and organizational measures and to the extent possible, fulfil the obligation to respond to requests by Data Subjects relative to the exercise of their rights.

(g) Seller shall assist Buyer in ensuring compliance with the Data Protection Law, taking into account the nature of the processing and the information available to SELLER.

(h) At the choice of Buyer, Seller shall delete or return all Client Personal Data to Buyer after the end of the provision of the Services relating to the processing: Provided, that this includes deleting existing copies unless storage is authorized by the Data Protection Law or another law.

(i) Seller shall make available to Buyer all information necessary to demonstrate compliance with the obligations laid down in the Data Protection Law, and allow for and contribute to the audits, including inspections, conducted by Buyer or another auditor mandated by the latter.

(j) Seller shall immediately inform Buyer if, in its opinion, an instruction infringes the Data Protection Law.

(k) Seller shall disclose Client Personal Data only:

(i) to its employees and permitted subcontractors; and

(ii) to the extent necessary to Process as permitted in this Section 17.2.2.

(l) Seller shall ensure that all its Personnel who have access to Client Personal Data:

(i) have undergone training in the law and practice of data protection; and

(ii) are bound by contractual obligations that provide equivalent protections in relation to Client Personal Data to those set out in this Section 17.2.2 by entering into a

Confidentiality Agreement with such Personnel in the form and substance similar to the Confidentiality Agreement in the link provided below.

Seller as Data Controller of certain Client Personal Data

17.2.3 Seller may Process on its own behalf (as a Data Controller) Client Personal Data that comprises contact details of personnel of members of Buyer only to the extent that Seller needs to Process such data for the purpose of:

- (a) exercising its legal rights; or
- (b) managing its commercial relationship with members of Buyer, provided this shall not include marketing to individual employees of any member of, or of a Seller to any member of, Buyer.

Buyer as Data Controller of Personal Data relating to Seller

17.2.4 Buyer and its Affiliates will Process on their own behalf (each as a Data Controller) certain Personal Data relating to Seller, its affiliates, its and their supplier, and its and their employees. For details, see the Third Party Privacy Notice available at www.pmi.com/eng/pages/legal.aspx (as varied or replaced from time to time).

18. Responsible Sourcing Principles

18.2 Seller acknowledges the receipt of, and agrees to implement and comply with, Philip Morris International's ("PMIs") Responsible Sourcing Principles (the "RSP") in all of the work rendered to the Buyer and / or to any of its Affiliates; the current version of these principles is available in real time in the following location:

<https://www.pmi.com/resources/docs/default-source/pmi-sustainability/responsible-sourcing-principles.pdf>.

18.3 If the Buyer becomes aware of any violation by the Seller of the RSP, the Buyer will notify the Seller and the Seller must investigate all such violations, implement appropriate remedial steps and notify the Buyer, in writing, of all relevant efforts in this regard. Should such violations persist, the Buyer shall have the right to terminate any or all of the Agreements, with immediate effect. The term "Agreements" here means the Parties' negotiated master agreement (if applicable), this Order and Conditions, or the set of Standard Terms and Conditions that applies to the Buyer's purchases, as well as any transactional documents (e.g., Project Agreements, SOWs, Purchase Orders, etc.) that exist thereunder or independent thereof.

19. Books and Records; Right to Audit

19.1 All financial statements, reports and billings rendered by Seller to Buyer shall, in reasonable detail, accurately and fairly reflect the activities and transactions related to Buyer's account. Seller shall also keep and maintain complete and accurate books, records of account, reports and other data necessary for the proper administration of this Order and Conditions for ten (10) years after the termination or expiration hereof, or if longer for the applicable retention period required by law.

19.2 Buyer shall have the right to have its internal and/or independent auditors or other professionals audit Seller's books and records (including, but not limited to, financial and accounting records) pertaining to Seller's performance hereunder upon reasonable notice. Seller will fully cooperate in any audit that may be conducted.

19.3 Seller represents, warrants, and agrees that it will allow Buyer to exercise its audit rights under this Order and Conditions to determine compliance with laws, obligations, warranties, representations and PMI Global Anti-Corruption Policy and related Standards, which shall include, but not be limited to:

- (i) providing all necessary information and access necessary for Buyer or its representatives to audit the books and records of Seller with respect to
 - (a) ownership of Seller, and
 - (b) any of Seller's activities related to performance under and compliance with this Order and Conditions; and
- (ii) authorizing Buyer or its representatives to contact any banks into which payments to Seller have been made or to which Seller wishes payments to be made for the purpose of auditing the banking records of Seller with respect to all payments into or out of the account and to determine the names of all owners and signatories of the account.

19.4 The obligations of this Section 19 shall survive termination of this Order and Conditions for two (2) years after any termination.