

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 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 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 (International Rules for the Interpretation of Trade Terms 1990) 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 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.

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 will indemnify and hold harmless the Buyer, its officers, agents, employees and subcontractors from claims, liabilities, losses, damages and expenses suffered or incurred by the Buyer, 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.

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, 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 International Rules for the Interpretation of Trade Terms 1990. 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.

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 Bribery

16.1 The Seller represents and warrants that:

16.1.1 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 the sale of Goods or the SELLER's performance of the Services.

16.1.2 Neither it nor any officer, director, employee, owner or partner, nor any agent, representative or subcontractor who will sell the Goods and/or perform the Services under this Order and Conditions on behalf of SELLER, is a Government Official (which for purposes of this Order and Conditions shall mean an officer or employee of a government, an entity owned or controlled by a government or a public international organization; a political party or official thereof; a candidate for political office; or a person acting in an official capacity for or on behalf of any of the foregoing), or is a close relative of a Government Official in a position to influence the award of business or other advantages to the Seller, nor will become, during the term of this Order and Conditions, a Government Official, without

SELLER providing advance notice to and obtaining written approval from the Buyer in its sole discretion.

16.1.3 It shall not authorize, offer, promise or give any payments or anything else of value, through any means whatsoever, (i) to any Government Official or to any other person with the knowledge that all or any portion of the thing of value will be offered, promised or given to a Government Official for the purpose of influencing official action to obtain or retain business or secure any improper advantage, or to reward such an act, or (ii) to any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust, or to reward such an act. This includes a prohibition on offering or making "facilitation" payments. Facilitation payments are small payments to Government Officials to expedite or secure the performance of routine government action (actions that are ordinarily and commonly performed). Examples include payments to speed up issuing of legitimate visas; licenses or permits; and to connect telephones or other utility services. For the avoidance of doubt and without limiting the generality of the foregoing warranty, SELLER further warrants that it shall not make a gift or political contribution in cash or in kind to, nor shall it entertain, any Government Official or any other persons on behalf of BUYER without the prior written approval of BUYER, and that all such approved gifts, entertainment and contributions will be accurately recorded in its books and records and will not be reimbursed by BUYER without having received the necessary approvals from BUYER. For this purposes, a person shall be deemed to have "knowledge" with respect to conduct, circumstances or results if such person is aware of (1) the existence of or (2) a high probability of the existence of such conduct, circumstances or results.

16.1.4 It shall not use any part of any payment by BUYER to SELLER (i) in order to procure an improper benefit from any Government Official or other person on behalf of BUYER; (ii) for any purpose that would constitute a violation of the law of any country where the Services are performed or any country whose laws may apply to either of the parties or to their respective affiliates; or (iii) for any illegal, unethical, or improper purpose, whether or not in connection with this Agreement.

16.1.5 Each employee, agent, representative and subcontractor of SELLER performing services in connection with this Order and

Conditions will review and comply with the standards of conduct set out hereof, and with such policies and codes of conduct of which BUYER has given SELLER express notice, including the PMI Code of Conduct and PMI Principles & Practices 14-C (Anti-Bribery Policy).

16.1.6 It shall secure and maintain all licenses, permits, approvals, certifications and registrations which may be required under applicable law or regulation in order to sell the Goods and/or perform the Services.

16.1.7 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 immediately upon their filing; (ii) provide BUYER periodic reports detailing the work performed in connection with this Order and Conditions, all other information and assistance necessary for BUYER to comply with any registration or filing requirements; and (iii) provide BUYER, upon request, an annual certificate from an authorized officer of SELLER in connection thereto.

16.1.8 it shall not create or maintain any secret or unrecorded funds or assets for any purpose in connection with this Order and Condition or the sale of Goods and/or performance of Services hereunder.

16.1.9 It shall immediately inform BUYER if SELLER or any of its owners, affiliates, officers, directors, employees and agents involved in the sale of Goods and/or providing services to the BUYER, learn of or suspect a possible violation of any applicable anti-corruption laws or PMI'S Principles & Practices 14-C in connection with the sale of Goods to and/or SELLER'S work for the BUYER.

16.2 The preceding 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 hereunder. SELLER acknowledges that its breach of any of the foregoing will constitute grounds for termination of this Order and Conditions.

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 SELLER 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).