



Parties hereby adhere to the following AXA Philippines' Mandatory Clauses:

1. CONFIDENTIALITY AND NON-DISCLOSURE

The THIRD PARTY, its employees and agents shall not, without the written consent of AXA Philippines, divulge or disclose to any person or entity, any confidential information disclosed thereto or acquired in the performance of the services herein contracted for, nor shall it permit any person to divulge or disclose to third parties such confidential information. The THIRD PARTY shall take the necessary precautions and observe the highest degree of diligence and care while in possession of the Confidential Information.

"Confidential Information" shall mean for the purposes of this Agreement: -

- (a) information in relation to AXA Philippines, or any of its affairs or business or systems or methods of carrying on business including, without limitation, information relating to AXA Philippines's, products, services, methods, systems, business plans, costs, sales, marketing methods, strategies or technical operations;
- (b) information from time to time in the possession or custody of AXA Philippines belonging to AXA Philippines' clients or other users of services from time to time provided by AXA Philippines, including without limitation the names of clients and the nature of their accounts;
- (c) information from time to time in the possession or custody of AXA Philippines belonging to its vendors or other suppliers of services from time to time provided to AXA Philippines;
- (d) information confidential or secret or proprietary to AXA Philippines or which otherwise gives AXA Philippines an advantage over its competitors;
- (e) information otherwise designated as confidential, secret or internal by the AXA Philippines;
- (f) the terms and conditions of this Agreement, and the relationship between the THIRD PARTY and AXA Philippines, and information acquired, obtained or developed by or revealed to the THIRD PARTY in the course of or in connection with the provision of Services pursuant to this Agreement;
- (h) trade secrets;
- (i) the search and the vacancy being filled;
- (j) information imparted in confidence to the THIRD PARTY by AXA Philippines; and
- (k) any other information classifiable in equity as confidential information.

Without limiting the foregoing, "Confidential Information" shall include but not be limited to statistics, data, source codes, object codes, user manuals, programming manuals, modification manuals, flow charts, drawings, software listings, models, drafts and diagrams in all forms of storage or representation including, but not limited to, documents, loose notes, diaries, memoranda, drawings, photographs, electronic storage and computer printouts.

The foregoing provision will not apply to: (i) information which is not generally deemed as confidential; or (ii) information which is generally and publicly available other than as a result of a breach of this agreement, or (iii) information which lawfully comes into the possession of the THIRD PARTY through a source other than AXA Philippines.

Upon termination of this Contract or upon AXA Philippines' written request, the THIRD PARTY shall promptly return or destroy all Confidential Information and/or Personal Data and Information Asset identified as such by AXA Philippines and all copies, reproductions, summaries, analyses and/or extracts thereof or based thereon, in whatever form or format, in THIRD PARTY's possession or in the possession of the THIRD PARTY representative. The THIRD PARTY shall certify to AXA Philippines in writing its compliance with this provision within ten (10) days from termination of this Contract or from receipt of the written request of AXA Philippines.

This obligation of confidentiality shall survive the termination of this Contract.

2. CORPORATE SOCIAL RESPONSIBILITY

THIRD PARTY acknowledges that AXA Philippines adheres to certain principles and practices designed to ensure that AXA does business in a socially responsible manner by promoting sustainable development in its business through commitments towards its principal stakeholders (clients, suppliers, employees, environment, shareholders and community) as more fully set forth in AXA Philippines' Compliance and Ethics Guide found in <http://www.axa.com/en/governance/disclosure/ethics>. AXA Philippines encourages its suppliers to be socially and environmentally responsible and, in particular, seeks open dialogue with them on these issues. AXA Philippines reserves the right not to renew this Agreement and/or implement an AXA Group-wide prohibition on entering into future contracts with THIRD PARTY in the event AXA Philippines determines, after discussion with THIRD PARTY, that THIRD PARTY's business practices are contrary to the principles and practices set forth in AXA Philippines's Compliance and Ethics Guide.

In addition, as part of AXA Philippines's principles and practices of sustainable development, AXA Philippines requires its vendors to observe the following three main specific International Labour Organization (ILO) principles: (i) refrain from using, or accepting that their own suppliers and sub-contractors make use of child labour (under 15 years of age) or forced labour; (ii) ensure staff safe and healthy working conditions and environment, respecting individual and collective liberties; and (iii) promote non-discrimination (sex, race, religion or political conviction) as regards staff recruitment and management. For more information, see the ILO website: <http://www.ilo.org/public/english/standards/index.htm>. In the event that AXA

Philippines notifies THIRD PARTY or the THIRD PARTY becomes aware that any of its business practices are contrary to the foregoing ILO principles, THIRD PARTY agrees to remedy the practice in question and notify AXA Philippines of the solution. In the event THIRD PARTY does not appropriately address the issue in question or there are subsequent repeated violations, AXA Philippines reserves its right to terminate this Agreement for convenience without liability of any kind (other than payment of amounts due and owing for services rendered through the date of termination) including, without limitation, payment for any early termination fee to THIRD PARTY.

3. ANTI-BRIBERY POLICY

The Parties hereby represent, warrant and undertake that, in connection with:

(i) the transactions contemplated by this Agreement, (ii) any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfillment of the Parties' obligations hereunder, or (iii) any other transactions involving, or undertaken on behalf of the parties,

(a) it has not violated and undertakes that it will not violate any applicable anti-corruption and anti-bribery laws and regulations in force in the jurisdiction where either Party is domiciled and/or operate , including, but not limited to the US Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act, Republic Act No. 3019 "Anti-Graft and Corrupt Practices Act", Republic Act No. 6713 "Code of Conduct and Ethical Standards for Public Officials and Employees", Republic Act No. 7080 "Anti-Plunder Act", Presidential Decree No. 46 "Act Punishing the Receiving and Giving of Gifts of Public Officials and Employees" (hereinafter referred to as the "**Anti-Corruption Law**");

(b) it has not and undertakes that it shall not engage in the following conduct: making of payments or transfers or the promise of payment or transfers of value, offers, promises or giving of any financial or other advantage, or requests, agreements to receive or acceptances of any financial or other advantage, either tangible or intangible, including gifts or kick-backs, or permit or authorize any of the aforesaid acts, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity;

(c) it shall procure the compliance with the above obligations from its own associated persons, agents or subcontractors as may be used for the fulfillment of its obligations under this Agreement; and

(d) if they gain knowledge of any of conduct by one of its employees, subcontractors, independent consultants or agents which constitutes bribery or corruption , or if they have specific suspicion of such conduct, it shall immediately inform the other party of such knowledge and information thereof.

The non-violating party shall have the right to suspend or terminate the agreement on immediate written notice should it become aware of a breach of the other party's warranty or undertaking, or violation of Anti-Corruption Laws.

4. ANTI-MONEY LAUNDERING (“AML”) RESPONSIBILITY

THIRD PARTY certifies that it has conducted the required identification process on its subcontractors and customers which include among others face-to-face contact and custody of the minimum information and/or documents relative to subcontractors and customers in accordance with AXA Philippines' Anti-Money Laundering Charter as well as anti-money laundering laws and regulations of any jurisdiction wherein any transaction under the contract between AXA Philippines and THIRD PARTY shall be performed, including but not limited to Sections X806.2, X806.2.a and b, X806.2.e.1.a and b of BSP Circular 706, Series of 2011 entitled “Updated Anti-Money Laundering Rules and Regulations” and AXA Philippines' “Operating Manual Against Money Laundering and Terrorist Financing,” Revised September 3, 2013.

Further, THIRD PARTY hereby certifies that upon written request of AXA Philippines, it shall provide: 1) certified true copies of the identification documents of the subcontractors; and b) access to the same identification documents by the relevant regulatory agency(ies) which may require access to the same.

This certification which is made of this Agreement is in compliance with the above cited regulation and may be relied upon as long as the subcontractor remains a subcontractor of the THIRD PARTY and the retention period required to keep all documents and information regarding the subcontractor under any law or regulation of any jurisdiction, wherein any transaction under the Agreement between AXA Philippines and THIRD PARTY shall be performed, has not lapsed, notwithstanding the termination of the Agreement between AXA Philippines and THIRD PARTY.

5. DATA PRIVACY

5.1 In:

- (a) the use and disclosure (to AXA Philippines or to any other individual or entity) of any Personal Data (“Personal Information”), as each of these activities and information set out in the applicable data privacy laws and regulations;
- (b) the collection from any individual or entity (including AXA Philippines) of the Personal Information; and
- (c) the storage and provision of access rights to the Personal Information,

(collectively, the “Privacy Activities”),

THIRD PARTY shall comply with all relevant legislation, principles, industry codes and policies relating to the Privacy Activities including any privacy law by which AXA Philippines is bound and of which AXA Philippines notifies THIRD PARTY, as if THIRD PARTY were bound.

5.2 THIRD PARTY shall obtain AXA Philippines' written consent prior to disclosing any Personal Information provided to THIRD PARTY by AXA Philippines to any individual or entity either inside or outside the Republic of the Philippines.

5.3 THIRD PARTY undertakes to:

- (a) advise AXA Philippines immediately of any breach of any of the obligations set out in Articles 5.1 and 5.2; and
- (b) employ its best endeavours to remedy that breach as soon as is practicable and to advise AXA Philippines as soon as THIRD PARTY has done so.

6. FATCA (Foreign Account Tax Compliance Act)¹

6.1 THIRD PARTY undertakes to do the following:

- (a) If THIRD PARTY is registered with the US government for FATCA purposes, THIRD PARTY shall inform AXA Philippines of its FATCA status, including its Global Intermediary Identification Number (GIIN), and provide AXA Philippines with copies of relevant documents.
- (b) If THIRD PARTY is not registered with the US government for FATCA purposes, THIRD PARTY shall inform AXA Philippines of its intent/plan to register, or of its exemption from the requirement to obtain a GIIN, whichever is applicable.
- (c) If any third party withholds any amount payable to the THIRD PARTY by reason of FATCA, THIRD PARTY shall not withhold such amount from any payment payable to AXA Philippines, and
- (d) THIRD PARTY shall give AXA Philippines accurate information and documents for purposes of compliance with applicable laws and regulations.

6.2 THIRD PARTY acknowledges that:

- (a) AXA Philippines is registered as Reporting Model 1 FFI.
- (b) As a PFFI, AXA Philippines may be required to deduct or withhold such amount from any payment to clients and counterparties that are classified as Non Participating Foreign Financial Institution.

7. Limited use of AXA logo and AXA name

¹ Only applicable to financial institutions, e.g. banks, brokers/dealers, insurance companies, hedge funds, securitization vehicles and private equity funds.

AXA Philippines hereby grants THIRD PARTY a non-transferrable, non-sublicensable, non-exclusive, royalty free and revocable right to use AXA logo and/or "AXA" name only under the following limited terms and conditions:

- (i) Authorized use: THIRD PARTY may Use (i.e. copy and display) AXA logo and/or "AXA" name only in THIRD PARTY's customer reference lists (herein "Customers Reference List"), to the extent and for as long as THIRD PARTY:
 - a. does not add another comment or written indication, including without limitation, misleading comments or indications; and
 - b. uses "AXA" name in capital letters; and
 - c. uses AXA logo in approved AXA artwork and positioning (THIRD PARTY shall then request it from AXA Communication Department), with no changes whatsoever ; and
 - d. uses AXA logo only if Customers Reference List identifies some of the other customers by using their logos; and
 - e. uses AXA logo and AXA name separate and distinct from any other logo and name; and
 - f. does not use AXA name and logo in any ranking or evaluation list.
- (ii) Beneficiary of the right to use: the right to use is hereby granted to THIRD PARTY only. Use by any third party (including by other companies of THIRD PARTY's group, by THIRD PARTY's subcontractors etc.) is strictly forbidden.
- (iii) Term and termination: the right to use is granted only for the term of this Agreement and 12 months after its expiration. AXA Philippines may terminate this right to use at any moment, by written notice to THIRD PARTY effective immediately, including without limitation whenever in AXA's sole judgment, THIRD PARTY does not comply with any of these terms and conditions of use. The right to use shall automatically terminate, without any formality being needed, in case any of the Parties terminates the Agreement for breach.
- (iv) Forbidden use. Any use not expressly authorized by AXA Philippines herein is forbidden.

Without prejudice to the generality of the foregoing, the THIRD PARTY shall not use AXA logo or AXA name in any publicity, press releases, promotions, product name, service name, domain name, publication title and/or in any communications whatsoever, either written, oral or visual, and on any media whatsoever. Nothing herein authorizes THIRD PARTY to use any other logos, names or trademarks, whether registered or not, belonging to another the AXA or to another AXA Company, for any purposes whatsoever. Upon AXA Philippines' request, THIRD PARTY shall demonstrate its compliance with this Article [X].

Any unauthorized use by THIRD PARTY (or its subcontractors) of AXA logo, AXA name or other AXA trademarks may constitute trademark infringement and may lead to prosecution, in addition to AXA Philippines' right to terminate all or part of this Agreement as of right, by sending THIRD PARTY a termination notice effective immediately, or other remedies which AXA may have under Agreement or the law.