

Country Schedule – Philippines

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Governing Law and Dispute Resolution**

The Agreement is governed by the laws of the Republic of the Philippines. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center, Inc. (“PDRCI”) Arbitration Rules in force at the time of the commencement of the arbitration. The submission of all such disputes, differences or disagreements to arbitration shall be compulsory and exclusive, and the parties agree not to file or commence any suit or action in the courts or administrative agencies except as may be necessary to enforce the orders and decisions of the arbitrator/s.

3. **Liability Cap**

Vialto’s total liability (including interest) for all claims relating to the Services or the Agreement is limited to the amount of the annual fees payable for the Services giving rise to the claim.

4. **Data Protection**

In addition to the terms of the Agreement, the application of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 (DPA), and its Implementing Rules and Regulations (IRR) may require the parties to execute a Data Sharing/Outsourcing Agreement.

5. **Confidentiality and Data Retention**

In addition to the Confidentiality obligations within the Agreement, the following shall apply:

Presidential Decree 1718 prohibits removal from Philippine territory all data / information relating to Client’s business. Vialto will use data/information only in relation to its provision of the Services and will not disclose them to any third party without Client’s prior written consent, and in proper cases without the prior approval of the designated representative of the President of the Philippines unless covered by limited exceptions, as provided in Presidential Decree 1718. In the event that the purpose of disclosure is not covered by the exceptions, Vialto will undertake to obtain the required consent from the appropriate government office before complying with the same, but assume no responsibility in the event that the authorization is not granted at all or obtained within the required period of time.

6. **Other Adjustments Required by Local Law**

- 6.1. **Taxes.** *Client shall provide a Certificate of Creditable Tax Withheld at Source to Vialto in connection with any withholding taxes.*