

**EMERGENCY LOAN FACILITY UNDER USSD**  
**TERMS AND CONDITIONS**

1. As used herein, unless the context otherwise requires, the following terms shall have the meanings set forth below:

**“Availment”** shall mean an advance to the Borrower by the Lending Company of all or part of the Facility Amount.

In this context, the term **“Avail”** shall be construed accordingly,

**“Lending Company”** shall mean SGB Lending Investor Co., Inc.

**“Borrower”** shall mean a GCASH PowerPay Plus (P3) Subscriber with an approved Loan under the Facility,

**“Default”** shall mean Borrower’s failure to pay the full amount of the Loan at Maturity Date or the occurrence of any Event of Default,

**“Event of Default”** shall mean any or all of the events enumerated in Clause 14 below,

**“Facility”** shall mean the Lending Company’s Emergency Loan,

**“Facility Amount”** shall mean the amount of Borrower’s approved Loan under the Facility,

**“GCASH Wallet”** shall mean Borrower’s P3 Subscriber GCASH Wallet,

**“GXI”** shall mean G-Xchange, Inc.,

**“Loan”** shall mean the aggregate principal amount of the Availment which must not exceed the Facility Amount or, where the context so requires, the amount thereof outstanding,

**“Loan Documents”** shall mean, collectively, these Terms and Conditions, the Facility Letter, if any, and all other agreements, instruments, documents, communication required or contemplated hereunder, including any amendment, supplement, renewal or extension thereto,

**“Maturity Date”** shall mean the date on which the Loan becomes due and demandable. In the case of Loans availed under the Facility, “Maturity Date” shall refer to the 15<sup>th</sup> day after the Loan proceeds were released,

**“MPIN”** shall mean the Borrower’s designated four-digit number required for any transaction using GCASH,

**“P3 Employer”** shall mean the entity where the Borrower is employed, whether on contractual or regular basis, which entity releases Borrower’s salary via GXI’s GCASH PowerPay Plus (P3) Facility,

**“Processing Fee”** shall mean an amount equal to five percent (5%) of the Loan,

**“SMS”** shall mean Short Messaging System used in sending text messages via mobile phones,

**“USSD”** shall mean Unstructured Supplementary Service Data.

Terms not otherwise defined in this Agreement shall have the same meaning as used in the Facility Letter, if any.

2. The Borrower shall make loan availments via USSD using his/her GCASH registered mobile number and MPIN. No separate promissory note is required to be executed by the Borrower.

3. In applying for and availing of a Loan under the Facility, Borrower hereby authorizes Lending Company to obtain from GXI, its affiliates, officers, employees and agents, any and all information on Borrower required by the Lending Company for purposes of conducting Know-Your-Customer (KYC) activities, and; Borrower hereby authorizes and allows GXI, its affiliates, officers, employees and agents, to release any and all such information in its possession to Lending Company for the above purpose.

4. Borrower hereby authorizes the Lending Company to release the Loan proceeds by crediting Borrower’s GCASH Wallet with the amount of said proceeds.

5. Any Availment through USSD and the crediting of the Loan to the Borrower’s GCASH Wallet shall be conclusive proof of the Borrower’s indebtedness to the Lending Company. Report(s) generated by the Lending Company’s system relative to the total Availments, payment(s) made and outstanding Loan shall be conclusive on the Borrower in the absence of manifest errors.

6. Upon Lending Company’s receipt of the Borrower’s valid Availment, the Borrower shall receive an SMS confirmation indicating the amount of the Availment. The amount(s) availed shall be credited to Borrower’s GCASH Wallet.

7. The Borrower shall not pay any interest on the Loan. Instead, the Borrower shall pay the Processing Fee which shall be deducted up front against the proceeds of the approved Loan amount. Further, the Borrower acknowledges and agrees that any and all transactions involving the Loan proceeds using his/her GCASH Wallet shall be subject to fees, rates and other charges currently being imposed by GXI on the use of GCASH Wallets.

8. Payment of the Loan for each Availment shall be at Maturity Date, regardless of whether the Maturity Date falls on a Saturday, Sunday or a holiday. Payment shall be made by deducting the amount due from Borrower’s GCASH

Wallet. For this purpose, Borrower hereby authorizes GXI to earmark the amount due in Borrower's GCASH Wallet, making said amount unavailable to the Borrower for any purpose other than payment of the Loan. Borrower further authorizes GXI to deduct the amount due from Borrower's GCASH Wallet on Maturity Date and to remit the amount deducted to the Lending Company in payment of the Loan. All payments made to the Lending Company shall be applied in the following order: (i) against costs, expenses and indemnities due hereunder; (ii) against penalties; and, (iii) against the principal amount of the Loan then due and payable.

9. The Borrower promises to pay a late payment penalty on any overdue sum at the rate of two percent (2%) per month, a fraction of a month to be considered as one (1) whole month. Borrower hereby authorizes GXI to deduct the amount of this penalty, when due, from its GCASH Wallet and to remit said amount to the Lending Company.

10. The Borrower represents and warrants that, upon the execution of this Agreement and on every Availment:

- a. The Borrower has full legal right, power and authority to carry on its present business, to own its properties and assets, to incur the indebtedness and other obligations provided for in the Loan Documents; and to comply with, perform and observe the terms and conditions hereof and thereof.
- b. That the Borrower is not subject to any pending or threatened litigation or administrative investigation or proceeding which would, in any case or in the aggregate, materially or adversely affect the Borrower's right or ability to carry on business operations substantially as now conducted.
- c. That the Borrower is not in default in the performance, observance of fulfilment of any obligation with any person, corporation, governmental or financial institution.

11. Borrower agrees that effective upon his/her Default, the Lending Company may, in its absolute discretion at any time and without notice, offset his/her obligations against any deposits, funds, securities, properties and things of value that are now or may hereafter be in the possession, custody or control of the Lending Company or GXI, on deposit or otherwise to the credit of or belonging to Borrower, including any amounts in Borrower's GCASH Wallet, and apply said amounts in payment of any amounts due and payable from the Borrower to the Lending Company. For this purpose, the Borrower hereby expressly authorizes the disclosure, furnishing and/or sharing by the Lending Company or by any of its subsidiaries or affiliates, and GXI, of any and all information relative to his/her deposits, funds, securities, properties and things of value in their possession, custody or control.

12. All the rights, powers, and remedies hereunder shall apply to all of Borrower's past, present, future and contingent obligations and liability(ies) to the Lending Company.

13. All payments by the Borrower, whether of principal, interest, penalties or any other sum/s due hereunder, shall be made without set-off or counterclaim and shall be free and clear of and without any deduction or withholding for or on account of taxes, which shall be for the account of the Borrower and paid by it when due (except taxes on the net income of the Lending Company). For the avoidance of doubt, documentary stamp tax shall be for the account of the Borrower and shall be paid based on the Facility Amount.

14. The following shall constitute an Event of Default:

- a. Failure by the Borrower to comply with or perform any of the terms and conditions of the Loan Documents or any other agreements between the Borrower and the Lending Company;
- b. The Borrower's balance in his/her GCASH Wallet is not sufficient to cover the amount due to the Lending Company;
- c. The Borrower either files his/her resignation or goes on absence without official leave;
- d. Any material representation or warranty made by the Borrower herein or otherwise in connection herewith shall prove to have been untrue, incorrect or misleading as of the time it was made or deemed to have been made;
- e. Any final judgment or decree for a substantial sum of money, damages or for a fine or penalty is entered against the Borrower by a court of competent jurisdiction and is not paid, discharged or fully bonded within fifteen (15) days after the date when payment of such judgment or decree is due under applicable laws;
- f. The Borrower dies or is convicted of a criminal offense with final judgment carrying with it a penalty of civil interdiction affecting the Borrower, or in any of the cases covered by Article 1198 of the Civil Code of the Philippines;
- g. The Borrower's failure to pay when due and payable any amount which the Borrower may now or hereafter owe the Lending Company, its subsidiaries or affiliates, whether as principal or guarantor or surety.
- h. There shall have occurred a material change in the financial circumstances or condition of the Borrower which, in the reasonable opinion of the Lending Company, would adversely affect the ability of the Borrower to perform the obligations under the Loan Documents.

15. If any Event of Default shall have occurred, then the Borrower's entire obligations and liability(ies) under the Loan Documents shall immediately become due and payable without the necessity of notice and demand. Further, the Lending Company shall have the following rights and remedies:

- a. Declare the Facility to be terminated, whereupon, the obligation of the Lending Company to make or maintain the Loan hereunder shall forthwith terminate;
- b. Declare the entire unpaid principal amount of the Loan then outstanding, all interest accrued and unpaid thereof and all other amounts payable hereunder and the Loan Documents to be forthwith due and payable, whereupon all such amounts shall become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower.
- c. Proceed to the P3 Employer of the Borrower for the hold out of Borrower's remaining funds enough to cover the remaining balance of the Loan. For this purpose, the Borrower authorizes his/her P3 Employer to release to the Lending Company any portion of Borrower's salary which may be necessary to pay off the Loan.
- d. Proceed against the Borrower and to take such other steps or actions against the Borrower, judicial or extrajudicial, as the Lending Company may deem necessary and proper for the full protection or enforcement of its rights and remedies.

16. The rights and remedies given hereby are in addition to all others however arising. No action, failure to act or knowledge on the part of the Lending Company shall be deemed to constitute a waiver of any power, right or remedy hereunder, nor shall any single or partial exercise thereof preclude any further exercise of any other power, right or remedy. The Lending Company shall not be liable for exercising or failing to exercise any power, right or remedy.

17. The Borrower shall indemnify and hold the Lending Company free and harmless and indemnified from and against any and all consequences which may arise or result from giving credit to the Borrower or performing any of the above service for the Borrower.

18. Each of the rights, powers and remedies granted to the Lending Company by this Agreement shall be in addition to all other rights, powers and remedies given to the Lending Company by virtue of any other contract, statute or rule of law or equity.

19. The Borrowers hereby declare that, when applicable, their obligations and liability(ies) hereunder shall be joint and several.

20. If the Lending Company is compelled to seek judicial relief against the Borrower by reason of the Borrower's breach of its obligations under this Agreement, the Borrower shall, in addition to any other damages awarded by the court, pay to the Lending Company an amount equivalent to twenty five percent (25%) of the amount due but in no case less than Pesos: Ten thousand (P10,000.00) as and by way of attorney's fees, aside from the costs and expenses incurred by the Lending Company in the enforcement of this Agreement.

21. The Loan Documents shall constitute the entire agreement of the Borrower and the Lending Company with respect to the subject matter hereof and shall supersede any prior expressions of intent or understanding with respect to this transaction. Except as otherwise provided herein, any amendment to this Agreement shall be in writing and signed by the parties.

22. This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any legal action shall be brought exclusively in Antipolo City or, at the option of the Lending Company, in any place where the Lending Company has a branch or office.

23. In case any provision of this Agreement shall be declared by a competent court or authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision herein shall not in any way be affected or impaired thereby.

24. Borrower agrees that any instructions sent or purportedly sent to the Lending Company through SMS using Borrower's GCASH registered number, fax, email, any Lending Company channel or any other electronic means shall be valid and binding upon the Borrower. The Borrower confirms that (i) the Lending Company shall have the right (but not the obligation) to act on such instructions or documents and/or take steps in connection therewith or in reliance thereupon as the Lending Company may in good faith determine, and (ii) the Lending Company may further use said communication or documents transmitted by SMS using Borrower's GCASH registered number, fax, email, any Lending Company channel or other electronic means as evidence in a court of law.