

## TRIPARTITE MERCHANT AGREEMENT

This Merchant Agreement (the agreement) is entered by and among

**RCBC**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office at 31<sup>ST</sup> Robinsons Equitable Tower, #4 ADB Avenue Cor. Poveda Street, Ortigas Center, Pasig City, hereinafter referred to as "**RCBC**"; represented herein by its duly authorized representative Benjamin R. Cumpas Jr. Vice President and Head - Merchant Business Group,

-and -

\_\_\_\_\_ with business and postal address at \_\_\_\_\_  
represented herein by its authorized representative \_\_\_\_\_ hereinafter referred to as the **SPONSORED MERCHANT**.

-and-

**TANGENT SOLUTIONS, INC.**, with business and postal address at 1507-A 15/F East Tower, PSE Centre, Exchange Road Ortigas Center Pasig City represented herein by its authorized representative Jose Mari M. Aldeguer hereinafter referred to as the **MERCHANT SERVICE PROVIDER**.

### **WITNESSETH THAT:**

WHEREAS, **RCBC** is engaged in the business of issuing of VISA, MASTERCARD, JCB, and other credit/prepaid card brands which will be issued and/or acquired by RCBC in the future ("Credit Cards") and is licensed to enter into this Agreement with MERCHANTS/SPONSORED MERCHANTS to honor the Credit Cards for the purchase of goods and/or services from the said MERCHANT/SPONSORED MERCHANTS;

WHEREAS, the **SPONSORED MERCHANT** agrees to honor all the Credit Cards and agrees to participate in the RCBC Program(s) to enable Cardholders to purchase goods and/or services on credit/prepaid from the **SPONSORED MERCHANT** under the terms and conditions set forth hereunder;

WHEREAS, **TANGENT SOLUTIONS INC. (TSI)** acts as **MERCHANT SERVICE PROVIDER** of **RCBC**, and shall facilitate for and in behalf of RCBC the credit card transactions of the **SPONSORED MERCHANT**.

NOW THEREFORE, for and in consideration of the foregoing premises, RCBC, SPONSORED MERCHANTS and MERCHANT SERVICE PROVIDER agree as follows:

### **1. DEFINITION OF TERMS**

The following terms used in this Agreement shall have the following meanings:

- a) "**Credit Card**" shall mean an unexpired VISA, MASTERCARD, JCB, and other credit/prepaid card brands which will be issued and/or acquired by RCBC in the future.
- b) "**Cardholder**" shall mean the person whose name is imprinted/embossed on the Credit Card and whose signature appears on the signature panel as the authorized user thereof.
- c) "**Merchant/SPONSORED MERCHANT**" shall mean any business establishment contracted by RCBC through **TSI** to honor all Credit Card as payment for the goods and/or services.
- d) "**Electronic Draft Capture (EDC) Mode**" pertains to the electronic means by which a Credit Card is processed. There is no need for the EDC Slips to be forwarded to RCBC for manual posting to the Cardholder's account. The transaction is posted automatically to the account of the Cardholder at the end of the day after batch settlement.
- e) "**EDC Sales Slip**" shall mean the forms supplied by RCBC for the purpose of consummating sales made through the use of Credit Cards. Relevant data will be printed on the EDC Sales Slip via the Point-Of-Sale Terminal provided by **TSI**.
- f) "**Charge Slips**" shall mean the forms supplied or approved by RCBC for the purpose of consummating sales or credits to be charged or credited to the account of the Cardholder on the basis of a Credit Card (except for other prepaid cards) properly honored by the SPONSORED MERCHANT pursuant to the terms hereof. This is issued whenever the transaction is processed manually.
- g) "**Sales Summary Sheet**" refers to the summary document that the SPONSORED MERCHANT accomplishes and submits to **TSI** and must contain the gross sales amount, total amount of charge slips, discount rate, applicable government tax and net payable amount. **TSI** shall then submit to RCBC the Sales Summary Sheet.
- h) "**Authorization**" refers to the approval required to be obtained by the SPONSORED MERCHANT from RCBC through **TSI** before a Credit Card transaction is honored, provided, that such telephone authorization shall only be required if a Point-Of-Sale has not been installed or if present, has failed to provide the necessary approval number. The Authorization contemplated herein shall take the form of an authorization code number "approval code" obtained from **TSI** by the SPONSORED MERCHANT. The authorization code will be obtained by **TSI** from RCBC.
- i) "**Chargeback**" shall mean the process by which RCBC will charge the SPONSORED MERCHANT for the SPONSORED MERCHANT's full/partial amount of EDC Sales Slips, Charge Slips which have been paid by RCBC under such circumstances and situations where the SPONSORED MERCHANT failed to comply with any of the stipulated conditions and procedures herein **and in the SPONSORED MERCHANT service agreement with TSI**.

### **GENERAL TERMS AND CONDITIONS GOVERNING CREDIT CARDS**

(For Regular Purchases only)

#### **I. ACCEPTANCE OF CARD**

- a) The SPONSORED MERCHANT shall honor without any discrimination all valid Credit Cards presented by bonafide Cardholders in the purchase of goods and/or services supplied by it on credit.
- b) Every Credit Card issued to bonafide Cardholders is non-transferable.
- c) The SPONSORED MERCHANT shall honor Credit Cards only after it has determined and satisfied that:
  - c.1 Credit Cards have not been yet expired;
  - c.2 The signature affixed by the cardholder in the presence of the personnel of the SPONSORED MERCHANT on the EDC Sales Slips or Charge Slips prepared by the latter is the same as the specimen appearing on the Credit Card. In case of doubt, additional identification to determine the genuineness of the signature should mandatorily be requested.
  - c.3 The Credit Card is not mutilated, defaced nor bears any markings of alteration in embossing or signature.
- d) SPONSORED MERCHANT shall at no time open its own charge account for Cardholders or bill Cardholders directly or offer its own credit or similar plans without prior written conformity from RCBC and **TSI**.

#### **II SURCHARGING PROHIBITION**

For Credit Card transactions, the selling price of goods and/or services rendered by the SPONSORED MERCHANT to the cardholder shall be at the normal selling price to cash customers without adding extra percentage of any kind to Cardholders. However, with respect to item on "Sale" during "bargain/discount sale" when prices of goods and/or services are substantially reduced, the SPONSORED MERCHANT, after giving at least one (1) week written notice to RCBC and **TSI**, has the option to (1) charge the regular price for such item/s, or (2) provide the cardholder a different discount or (3) exclude the "sale" items from the credit facility. Provided, further, that in exercising any of the enumerated options, it is agreed that the SPONSORED MERCHANT shall first explain the same to the Cardholder.

### III. AUTHORIZATION CALLS

- a) The SPONSORED MERCHANT must refer to TSI any of the following circumstances:
- a.1 The Point-Of-Sale (POS) verification terminal indicates request to call the RCBC Merchant Authorization Hotline or when the POS terminal is out of order;
  - a.2 The SPONSORED MERCHANT believes that the Credit Card presented may be counterfeit or stolen or that the transaction is in some manner suspicious;
  - a.3 The Credit Card number printed in the EDC Sales Slip, Charge Slip does not match with the card number embossed on the presented Credit Card.
  - a.4. RCBC has given prior notice that certain cards of transactions would require authorization calls.
- TSI will then refer the circumstances to RCBC Authorization Hotline
- b) SPONSORED MERCHANT must always provide the necessary information required in the RCBC's and TSI's Merchant Operating Guide (MOG) and **MERCHANT CREDIT CARD ACCEPTANCE GUIDELINE (MCAG)** whenever an authorization is made.
- c) SPONSORED MERCHANT must always use its best efforts, by reasonable and peaceful means, to retain the Credit Card while making an authorization inquiry and/or in response to an authorization request where the SPONSORED MERCHANT is advised to obtain or hold on to the Credit Card.

### IV. COMPLETION OF CREDIT CARD TRANSACTION

- a) Each transaction shall be covered by an EDC Sales Slip, Charge Slip accomplished strictly in accordance with RCBC and TSI's Merchant Operating Guide (MOG) and **MERCHANT CREDIT CARD ACCEPTANCE GUIDELINE (MCAG)**. SPONSORED MERCHANT represents and warrants to RCBC/TSI that all EDC Slips, Charge Slips submitted to and accepted by the latter:
- a.1 Represents a bonafide sale of merchandise and/or services in the ordinary course of business for total price;
  - a.2 Involves no advancement of cash and no transaction other than the regular sale of goods and/or services for which the SPONSORED MERCHANT is primarily engaged;
  - a.3 Will not be defective, illegal or impair enforceability of collection from the named Cardholder;
  - a.4 Pertain to sale of goods and/or services. SPONSORED MERCHANT shall hold RCBC and TSI free and harmless from any claims of the Cardholder relating to any EDC Sales Slips or Charge Slips prepared and/or issued by the SPONSORED MERCHANT.
- b) SPONSORED MERCHANT shall not complete an EDC Sales Slip or Charge Slip when only part of the amount due is indicated on the form except under the following circumstances:
- b.1 When the balance of the amount of sales is paid by the Cardholder by cash or check at the time of the transaction;
  - b.2 In a delayed delivery transaction whereby the goods and/or services are to be delivered or performed at a later date and other EDC Sales Slip or Charge Slip, represents the "balance" of the purchased price, the latter EDC Sales Slip or Charge Slip being conditioned upon delivery of goods and/or services. The EDC Sales Slip or Charge Slip representing the balance shall not be presented to RCBC until the goods is delivered or services performed. Separate authorization is required on "deposit" and "balance" parts of the transaction. No authorization with respect to "deposit" transaction shall bind or obligate RCBC to thereafter authorize the "balance" portion.
- Authorized amount should be equal to or more than the amount indicated in the EDC Sales Slip or Charge Slip.
- c) For Credit Card transactions, the SPONSORED MERCHANT covenants and agrees that each Charge Slip to be submitted to TSI will:
- c.1 Bear a legible imprint of the Credit Card account number of the purchaser, including a legible imprint of the card's expiration date;
  - c.2 Have properly imprinted impression of the Credit Card;
  - c.3 Include the date of transaction;
  - c.4 Be in the form authorized by RCBC and TSI;
  - c.5 Represent an unconditional obligation of the Cardholder, not subject to any disputes, offsets, or counterclaims;
  - c.6 Have the required authorization with the proper approval code indicated thereon.
  - c.7 Bear the total sales amount and currency used.
  - c.8 Indicate the Merchant Name (DBA) and Merchant Identification Code
  - c.9 Should bear the Cardholder signature
- TSI will then submit each Charge Slip submitted by SPONSORED MERCHANT to RCBC.
- d) SPONSORED MERCHANT should give the original copy of the establishment's sales/commercial invoice or receipt directly to the Cardholder at the time of the purchase, together with the customer's copy of the EDC Sales Slip or Charge Slips.

### V. SALES WITHOUT CREDIT CARD IMPRINT

If a Credit Card is presented but the sale transaction is completed without a Credit Card imprint, the SPONSORED MERCHANT must note legibly on the sales slip sufficient detail to identify the Cardholder, the SPONSORED MERCHANT, and the card issuer and forward it to TSI. TSI will then forward the sales slip to RCBC for manual posting but subject for chargeback in case there is a dispute of cardholder.

### VI. PRESENTATION OF TRANSACTION

The SPONSORED MERCHANT shall only present records of valid transactions for sales of goods and services between itself and bonafide Cardholder to the member affiliate with which the SPONSORED MERCHANT has a merchant agreement.

### VII. PRESENTATION OF EDC SALES SLIP OR CHARGESLIP

- a) The SPONSORED MERCHANT shall submit to TSI the original copy of all valid EDC Sales Slip (when applicable) or Charge Slips incurred by Cardholders. With each submission of said EDC Sales Slip or Charge Slip, the SPONSORED MERCHANT shall submit a duly certified Sales Summary Sheet which shall contain the following information:
- a.1 Merchant code as assigned by RCBC;
  - a.2 Merchant Name (DBA) and address of the SPONSORED MERCHANT
  - a.3 Actual number of attached EDC Sales Slip or Charge Slips;
  - a.4 Total gross sales;
  - a.5 Discount rate and amount of discount
  - a.6 Applicable government tax;
  - a.7 Net amount payable to SPONSORED MERCHANT
  - a.8 Signature of the SPONSORED MERCHANT personnel who accomplished the Sales Summary Sheet
- TSI will safe-keep these EDC sales slip or Charge Slips and Sales Summary Sheet and will only forward such to RCBC upon RCBC's retrieval request.
- b) For EDC Sales Slips generated by Point-Of-Sale terminals, where there are only two(2) copies, one(1) MERCHANT/SPONSORED MERCHANT'S copy and one(1) Customer's copy, SPONSORED MERCHANT is required to safe-keep the MERCHANT/SPONSORED MERCHANT'S copy for twelve(12) months. In case of retrieval request by RCBC, Merchant is required to present the Sales Slips to TSI within **seven (7)** days from the date of the request. TSI will then present the said copy to RCBC. Failure to present said copy will result to Chargeback.
- c) The SPONSORED MERCHANT shall present records of valid transactions to TSI within five (5) days after the date of transaction in each case, except when:

- c.1 The record shall not be presented until the goods are shipped or the services performed, unless the Cardholder agrees to a delayed delivery of goods and/or services that was properly disclosed to the Cardholder at the time of the transaction;
  - c.2 The SPONSORED MERCHANT requests and receives Authorization for delayed presentation (in which case the Authorization number and the words "Delayed Presentation" shall be legibly noted on the Charge Slip and presentation shall be made within the period permitted for delayed presentation);
  - c.3 The SPONSORED MERCHANT is obligated by law to retain the Charge Slips or EDC Sales Slips or return it to the buyer upon timely cancellation; and
- d) The SPONSORED MERCHANT shall not present records of transaction that it knows or should have known to be fraudulent or not authorized by the Cardholder; and within the scope of this rule, the SPONSORED MERCHANT shall be responsible for the actions of his employees/representatives.

#### VIII. SPONSORED MERCHANT REIMBURSEMENT

SPONSORED MERCHANT has existing service agreement with TSI whereby the latter shall act as MERCHANT SERVICE PROVIDER of RCBC, and facilitate for in and in behalf of RCBC the credit card transactions of SPONSORED MERCHANT.

The SPONSORED MERCHANT shall notify RCBC of the Payment Center which the SPONSORED MERCHANT authorizes to receive the payments of the amount due to the SUB MERCHANT arising from the credit card transactions. All proceeds of credit card transactions originating from SPONSORED MERCHANT (less TSI's service fees and other agreed charges) shall be credited by RCBC to SPONSORED MERCHANT's duly appointed Payment Center. The Payment Center will remit to SPONSORED MERCHANT's account the daily credit card proceeds, less the SPONSORED MERCHANT's discount rate and other agreed charges **in accordance to what is stipulated in the SPONSORED MERCHANT service agreement with TSI.**

#### IX. CHARGEBACK

a). The SPONSORED MERCHANT through TSI by this Agreement agrees that in case of its failure to comply with any of the conditions and procedures stipulated herein, resulting to the non-acceptance of the transactions by RCBC and resulting to its subsequent Chargeback, TSI shall issue, for and in behalf of RCBC, the corresponding Chargeback Advice to SPONSORED MERCHANT.

b). RCBC shall refer all transaction/s disputed by the Cardholder to TSI, who shall forward the referral to SPONSORED MERCHANT. The SPONSORED MERCHANT undertakes to resolve the issue with its Customer immediately upon receipt of advice from TSI of Cardholder dispute or Chargeback as the case maybe.

Unsupported disputed transaction/s with SPONSORED MERCHANT if not resolved within the period set by RCBC/TSI shall be charged back in full to SPONSORED MERCHANT by RCBC and SPONSORED MERCHANT undertakes to receive said Chargeback which RCBC shall offset against future billings.

c). RCBC, upon issuance of the Chargeback Advice, will deduct the Chargeback amount from its next payment to SPONSORED MERCHANT. If none is due, RCBC through TSI will bill SPONSORED MERCHANT for the face value of the Chargeback Advice. Such bill shall be paid immediately upon receipt by SPONSORED MERCHANT. To secure and facilitate payment of SPONSORED MERCHANT's obligations arising from Chargeback, SPONSORED MERCHANT hereby assigns to RCBC, effective upon its failure to settle the Chargeback, without the need of demand, any money, securities and things of value which are now or may hereafter be in the hands of RCBC or any member of the RCBC or any of its subsidiaries or affiliates.

d). If SPONSORED MERCHANT fails to make timely payment of the Chargeback or RCBC is unable to Chargeback SPONSORED MERCHANT's settlement account, or should result in cardholder billing dispute, inquiry or RCBC's imposition of finance charge and/or late payment charge, SPONSORED MERCHANT shall reimburse RCBC for any expense thereby incurred, including but not limited to the amount of such refund.

#### X. MERCHANT SUPPLIES/MATERIALS

a). TSI shall provide the SPONSORED MERCHANT with sufficient forms Charge Slips, Sales Summary Sheet, and other forms/supplies and promotional materials which shall be used exclusively in connection with the credit purchases contemplated under this Agreement.

b). The SPONSORED MERCHANT shall prominently display promotional materials provided by RCBC to inform the public that Credit Cards will be honored at the SPONSORED MERCHANT's place(s) of business. Such displayed RCBC Cards mark or logotype must be at least the dimension of and as prominent as any other card program mark or logotype displayed. The cost of these materials will be shouldered by RCBC.

#### XI. CUT OFF TIME

Transaction days are from Monday through Friday, except for banking, legal or special holidays. Transaction day starts on anytime of the day and ends at 10:30 P.M. Purchases made after the close-out time shall be treated as purchases of the next transaction date. If SPONSORED MERCHANT fails to settle AT THE END OF EACH business day of EACH transaction DATE. SPONSORED MERCHANT will be penalized with 1% penalty fee.

#### XII. INTELLECTUAL PROPERTY RIGHTS

The SPONSORED MERCHANT acknowledges and agrees that the trademark MasterCard, Visa and JCB the corresponding logotype are the properties of RCBC. The SPONSORED MERCHANT acknowledges that the trademark Visa, MasterCard, JCB and the corresponding logo types are the properties of Visa International, MasterCard International Inc. and JCB International. The SPONSORED MERCHANT shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such manner as to create an impression that the SPONSORED MERCHANT's goods and/or services are sponsored, produced, affiliated with, offered, or sold by RCBC and/or Visa International, MasterCard International Inc. and JCB.

#### XIII. CONFIDENTIALITY OF INFORMATION

The SPONSORED MERCHANT shall not sell, purchase, provide, or exchange Credit Card information, Cardholder's name or Cardholder number information, which information maybe available in imprinted Charge Slips, carbon copy of imprinted Sales Slips, mailing list, tapes or other media obtained by reason of a Credit Card transactions to any third party other than to the SPONSORED MERCHANT's agents for the purpose of assisting the SPONSORED MERCHANT in its business and shall treat all such information as strictly confidential.

Security Rules and Procedures : "DISCLOSURE RESTRICTIONS FOR CVC2 DATA".

"acquirers, merchants and merchants service providers may not store CVC2 data in any manner or for any purpose. Assessments for failure to adhere to these CVC2 data use and safeguarding rules will apply. MasterCard may impose a non-compliance of up to USD 100,000.00 for each violation if the acquirer, or any of its merchants or MSP's, fails to comply with these requirements within 30 days of discovery or notice of non-compliance."

#### XIV. MINIMUM TRANSACTION AMOUNT RESTRICTION

The SPONSORED MERCHANT shall not require, or post signs indicating that they require a certain transaction amount before Credit Cards are accepted.

#### XV. SUSPENSION OF OPERATION

The SPONSORED MERCHANT through TSI shall notify RCBC in writing five (5) calendar days in advance in the event the SPONSORED MERCHANT cannot operate its business for a period longer than five (5) calendar days.

#### XVI. LIABILITY CLAUSE

The SPONSORED MERCHANT shall hold RCBC and TSI or any of its officers and representatives free and harmless and shall indemnify it from any and all liabilities, claims, losses, or causes of action arising from the errors incurred or judgements/decisions made by the cashiers/POS terminal operator, such as the release of goods, even when (a) the POS Terminal does not display a message of approval or (b) the POS Terminal displays a message other than "APPROVED".

#### XVII. TERMINATION OF AGREEMENT

a) RCBC or TSI reserves the right to unilaterally terminate this Agreement without prior written notice to the SPONSORED MERCHANT, in case the SPONSORED MERCHANT, as solely determined by RCBC or TSI, has committed acts prejudicial to the interest of RCBC or TSI or if any of the terms and conditions contained herein is violated or when RCBC or TSI, at its sole discretion deems necessary for reasons including but not limited to fraud or counterfeit card transactions, excessive chargeback or if SPONSORED MERCHANT has breached the fraud threshold imposed by RCBC or TSI or by the various Credit Card Brands.

b) In the event that the SPONSORED MERCHANT shall decide to dispose of or discontinue its business, RCBC/TSI shall be given at least sixty (60) days prior written notice.

c) In the event of termination, the SPONSORED MERCHANT shall return to RCBC through TSI all materials pertaining to the RCBC Cards program, including but not limited to EDC Sales Slips, EDC Terminals, Charge Slips, Sales Summary Sheets, and promotional materials and shall remove decals and signs from premises immediately. If these materials are returned by the SPONSORED MERCHANT directly to TSI, TSI shall forward such materials to RCBC.

**XVI. NOTICES**

All notices permitted or required by this Agreement will be sent by regular mail, posted prepaid, at the address set forth at the beginning of this Agreement, unless notification in writing of change of address is received by the other party.

**XVII. GOVERNING LAW**

This Agreement shall be governed by and interpreted by the laws of the Republic of the Philippines.

**XVIII. SEPARABILITY CLAUSES**

If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired.

**XIX. VENUE OF ACTION**

Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate Court of Makati City, Philippines.

**ADDITIONAL TERMS AND CONDITIONS GOVERNING MASTERCARD, JCB & VISA**

If and when applicable, the following terms and conditions shall govern the establishment

- I. a. Meaning. "MasterCard" as used herein shall mean an unexpired credit card bearing service/trademarks, "MasterCard", "MasterCard II", with distinctive interlocking circles design consisting of (i) a red circle overlapping a yellow ochre circle, (ii) two gold circles and a GLOBE MasterCard International, and (iii) in such other marks or designs, as may be issued from time to time by (1) RCBC or (2) any other bank, business entity, corporation or any forms of organization with which RCBC or MasterCard International has a valid agreement with respect to the use of any or all of the service/trademarks of MasterCard, as herein described.
- b. "Visa" as used herein shall mean an unexpired credit card bearing service/trademarks, Visa, Blue, White and Gold Band design of the latter's service mark only, or VISA Dove design appearing as a hologram on the card and in such other marks or designs, as may be issued from time to time by (1) RCBC OR (2) any other bank, business entity, corporation or any forms of organization with which RCBC OR Visa International has a valid agreement with respect to the use of any or all of the service/trademarks of Visa, as herein described.
- c. JCB Card as used herein shall mean an authorized, un-expired credit card(s) valid in all respects, bearing the service marks, trademark(s) and/or trade name JCB and a design of blue, red, and green bands or in such other design style as may, from time to time be determined by JCB which cards will be in the form, from to time issued by (1) RCBC JCB or JCB International has valid agreement with respect to the use of either or both of the service marks of JCB, as herein described.
- II. Honor MasterCard/VISA/JCB Cards. The SPONSORED MERCHANT shall honor without any discrimination all valid MasterCard/VISA cards when properly presented as payment from customers for transactions and shall maintain a policy that shall not discriminate among customers seeking to make purchases through use of a MasterCard/VISA/JCB card. With respect to electronic commerce transactions, the SPONSORED MERCHANT may not refuse to complete a MasterCard/VISA sales transaction solely because a Cardholder does not possess a digital certificate.
- III. Unacceptable cards. If the MasterCard/VISA/JCB account number is listed on a current Electronic Warning Bulletin (EWB) file or International Warning Notice(s), as applicable, the SPONSORED MERCHANT shall not complete the transaction without an approval authorization from the issuer.
- IV. Authorization; Retrieval of Cards. With respect to securing Authorization of transactions, an acquirer shall treat all transactions at a SPONSORED MERCHANT location in the same manner and in the following cases, the SPONSORED MERCHANT shall obtain an Authorization from RCBC through TSI before completing the transaction.
  - a) The amount of the transaction exceeds the MERCHANT'S floor limit applicable to the transaction; or
  - b) The SPONSORED MERCHANT desires to make a delayed presentment of the sales slips; or
  - c) A MasterCard/VISA/JCB card is presented, but the SPONSORED MERCHANT's imprinter is not functioning, for any reason the sales slip cannot be imprinted with the card; or
  - d) The SPONSORED MERCHANT believes the MasterCard/VISA/JCB card may be counterfeit or stolen or that the transaction is in some manner suspicious; or
  - e) The account number of the MasterCard/VISA/JCB/CUP card is listed on the SPONSORED MERCHANT's Current Restricted Card List, Electronic Warning Bulletin, or International Warning Notice(s); or
  - f) An expired or not yet valid MasterCard/VISA/JCB card is presented and the SPONSORED MERCHANT elects to complete the transaction.
- V. MasterCard/VISA/JCB Reservation Service, Express Check-out and Advance Hotel and Resort Deposit. If a MasterCard/VISA/JCB card transaction is based on a, Pre-authorized Order (PO), or MasterCard/VISA/JCB Reservation, or Advance Resort and Hotel Deposit, the sales slip may be completed by using the Card Verification Key of the POS deployed in the SPONSORED MERCHANT to process authorization. "Guaranteed Reservation/No Show", "Signature on File- Express Checkout", or "Advance Deposit" as appropriate. The SPONSORED MERCHANT must retain and make available to the acquirer upon request the customer written request to the SPONSORED MERCHANT for pre-authorization. Cardholder disputes from the other card transactions are subject to automatic chargeback.

IN WITNESS WHEREOF, The parties herein have hereunto signed these presents by their respective authorized representatives this \_\_\_\_\_, at Makati City, Philippines.

**For and on behalf of  
MEMBER**

**For and on behalf of  
MERCHANT SERVICE PROVIDER**

**For and on behalf of  
SPONSORED MERCHANT**

RCBC

Vice-President & Head, Merchant Business Group  
Print Title

TANGENT SOLUTIONS INC  
Print Name of Business

\_\_\_\_\_  
Print Name of Business

BENJAMIN R. CUMPAS JR.  
Print Name

JOSE MARI ALDEGUER  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

**SIGNED IN THE PRESENCE OF WITNESSES**

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\_\_\_\_\_