

A. SCOPE OF THE SERVICE

RCBC shall offer the **CASHCUBE MACHINE (CashCube)**, a technology driven facility where the CLIENT can directly place cash into a machine, deployed and installed at a secured, safe and convenient selected location within the CLIENT's premises, using the username and passwords provided per Authorized Representative as may be designated by the CLIENT with written notice to RCBC. While the said Authorized Representatives can place cash into the CashCube at any time of the day, the crediting of the transaction of the CLIENT will only be done by RCBC as per agreed time with the CLIENT. RCBC shall likewise provide the written list of its Authorized Representatives who will access the machine for the cash retrieval during regular banking days or during weekends and holidays. RCBC, through its Bank Representatives/ Agents and/or **Service Provider ("SP")**, shall provide, deploy and install the CashCube, as well as conduct any and/or all necessary services for the CashCube to operate at its optimal level.

B. MINIMUM SECURITY REQUIREMENTS

1. **CashCube Location** – The CLIENT shall provide its preferred site/location for CashCube installation, in writing to RCBC and shall be subject to the ocular inspection to be conducted by RCBC through its Bank Representative/ Agents/ SP, as duly endorsed by RCBC. The site/location for CashCube installation must meet **RCBC's Minimum Security Requirements ("Minimum Security Requirements" or "MSR")**, which include but shall be not limited to the following:

- Fully operational 24x7 CCTV camera/s with at least thirty (30)-day video retention;
- 24x7 security guards;
- Fully operational 24x7 alarm system;
- Machine is bolted to the ground;
- Stable Local Area Network (LAN) and/or data connection; and
- Restricted access and use only by authorized person/s of the CLIENT, RCBC and the SP (no unauthorized person/s shall be allowed to use or access the CashCube at any time).

RCBC shall signify its approval or denial under the **CashCube Signoff Sheet**. The CLIENT shall comply with and shall ensure that the above MSR, including such additional security measures as required by RCBC, are in place and fully operational at all times, to ensure that in cases where security issue/s occur/s, all MSR as well as the additional or remedial security measures are in place and can be inspected and used in/during the investigation. Said MSR and additional or remedial security measures may also be amended by RCBC from time to time. Any loss incurred by the CLIENT or third parties due to failure by the CLIENT to comply with any one of the MSR, additional or remedial security measures, the CLIENT shall not be able to recover the loss and/or may be liable and may need to settle any loss incurred by RCBC by reason of said non-compliance, if there will be any.

2. If the CLIENT refuses to comply, or is found to be non-compliant, with any of the MSR, including such additional or remedial security measures as required by RCBC, RCBC shall require the CLIENT to immediately reinstate or comply with the same and RCBC shall have the right to suspend the Services until the MSR, and the additional or remedial security measures, without prejudice to such other rights RCBC is granted herein and the CCM Master Terms and Conditions (MTC), including, but not limited to RCBC's right to collect fees, charges or costs that have already been incurred. The CLIENT waives its right to be indemnified for any loss as a result of the non-compliance with the MSR, and the additional or remedial security measures, and shall be liable for the full loss, including costs and expenses incurred by RCBC and its SP, including those provided under the MTC.

In case of suspension of the Services, the CLIENT may request to avail of the manual cash pick-up service of RCBC to be done daily during weekdays, weekends and holidays excluded, subject to the availability of RCBC and/or the SP to do the manual cash pick-up service and to an additional pick-up fee in excess of four (4) monthly pick-ups based on the prevailing Service Fee per pick-up until the CLIENT has fully complied with the MSR, including such additional security measures as required by RCBC.

3. The CLIENT shall immediately inform RCBC if the CashCube becomes potentially exposed to any security risks. The following are some of, but are not limited, the

circumstances that are deemed open potential risk exposures:

- changes in the office structure/arrangement or renovations in the site where the CashCube is located;
- sudden resignation/non-appearance for no reason of the CLIENT's Authorized Representative;
- sudden electricity/power and/or internet connection outage; or
- such circumstances that affect its compliance with the MSR.

Failure of the CLIENT to inform RCBC of any and/or all similar or analogous circumstances shall release RCBC from any and/or all damages or losses that the CLIENT may suffer as a result of any of the same.

4. CLIENT shall be liable to RCBC for the loss of or any damage sustained by the CashCube attributable to CLIENT's fault or negligence. In case of any loss, damage, liability, or injury incurred by the CLIENT or third parties, due to (a) failure or refusal by the CLIENT to comply with any one of the MSR, as well as the additional security or remedial measures required by RCBC, (b) failure of the CLIENT to rectify or add to the MSR, (c) failure to disclose and/or inform any change to RCBC and/or the SP to ensure compliance with the MSR, as well as the additional security or remedial measures required by RCBC, (d) refusal to allow or give access to RCBC or the SP to its premises for purposes of inspecting compliance with the MSR, additions, remedial measures required by RCBC, and/or (e) CLIENT's act, fault, omission or negligence, if any, the CLIENT shall not be able to recover from RCBC the loss, damage, liability, or injury resulting therefrom, whether directly or indirectly, and/or shall settle any loss, liability, damages and injury incurred by RCBC or its SP by reason thereof.

In addition thereto, the CLIENT hereby authorizes and irrevocably constitutes RCBC to be its attorney in fact with full power and authority to debit from CLIENT's Account or any other accounts with RCBC and/or to apply any of CLIENT's deposits, securities, properties (real or personal) and other things of value in the possession of RCBC to the settlement of any loss, liability, damage or injury which RCBC or its SP may have incurred hereunder. For this purpose, the CLIENT shall cooperate with and allow the representatives of RCBC and/or its SP to conduct investigation within the CLIENT's premises, and interview/s with the CLIENT's concerned employee/s and agent/s. CLIENT shall also secure all the permits, licenses and/or authorizations which are necessary or appropriate for RCBC and/or its SP to conduct the immediate and relevant investigation and all expenses therefor shall be for the CLIENT's account.

5. While an ongoing investigation is being done by RCBC and/or the SP, RCBC shall hold an amount equivalent to the loss, liability, damages and injury incurred by RCBC and/or the SP for one (1) month. If based on the investigation, the loss, liability, damages and injury resulted from (a) failure or refusal by the CLIENT to comply with any one of the MSR, as well as the additional security or remedial measures required by RCBC, (b) failure of the CLIENT to rectify or add to the MSR, (c) failure to disclose and/or inform any change to RCBC and/or the SP to ensure compliance with the MSR, as well as the additional security or remedial measures required by RCBC, (d) refusal to allow or give access to RCBC or the SP to its premises for purposes of inspecting compliance with the MSR, additions, remedial measures required by RCBC, and/or (e) the CLIENT's act, fault, omission or negligence, RCBC shall have the right to automatically debit the amount from CLIENT's Account to recover the amount of loss damage, liability, or injury.

C. AVAILMENT OF SERVICES

1. This PTC shall take effect upon execution of the CMS Enrolment Form (CEF) and shall remain in force and in effect until terminated by either party pursuant to Section F (Term and Termination) of the MTC.
2. For its availment of the Service, the CLIENT shall open/nominate its RCBC CASA/ Central Depository Account (the "Account") indicated in the CEF/ PIF, which shall be used as the settlement account where the collection amount will be credited and the pertinent fees and charges will be debited by RCBC.
3. The CLIENT agrees to comply with the commercial and payments terms stated in the CEF.
4. The CLIENT agrees to a lock-in period of five (5) years from the date of machine installation and sign-off per machine

deployment as well as the corresponding pre-payment penalty charges in case of pre-termination.

D. CASHCUBE PROCEDURE

1. **Delivery and Installation** – Upon receipt of the complete and signed MTC, CEF, PIF, and other pertinent documents, RCBC will request for the delivery of the CashCube at the site of the CLIENT. The installation of the CashCube shall be completed within ninety (90) calendar days from the receipt of the complete documents. Installation is already covered as part of the Services in relation to this PTC.

For Delivery Terms and Schedule:

- a) Free Standard Delivery within Metro Manila locations; Standard Delivery is from Mondays to Fridays, 8 a.m. – 5 p.m.
- b) Outside Metro Manila locations shall be computed appropriate rate for the delivery, and shall follow the same available schedule mentioned above.

Once the CLIENT already confirmed the schedule of the installation, it shall be processed accordingly. Any valid request for cancellation or rescheduling shall be sent to RCBC at least five (5) banking days before the confirmed schedule. Otherwise, appropriate charges shall apply.

2. **Training & Pilot Transactions** - User Training shall be conducted by RCBC and/or the SP to the CLIENT's Authorized Representatives for CashCube usage. The CLIENT shall perform pilot transactions after the training. The CLIENT, RCBC and the SP shall certify successful pilot transaction/s which will be the basis to proceed with the regular and live transactions.
3. **Change in CLIENT'S Authorized Representatives** - The CLIENT shall submit the PIF (or equivalent Enrollment/Maintenance Form) to RCBC not less than three (3) banking days prior to effectivity of changes in the details of its Authorized Representative/s.
4. **Additional/Change in Location for CashCube/s** - In case of additional/change in the site or location for CashCube/s, the Authorized Representative of the CLIENT shall provide a written instruction or a letter request regarding the intended additional/change in location for CashCube/s, at least five (5) days before the intended addition/change of location. Such additional/change in location shall be subject to the usual assessment prior to RCBC's approval, and if approved, shall cause changes in the Required ADB and/or Service Fees, the schedule of deployment.
5. **CashCube Access** - The CLIENT's Authorized Representative shall log in to the CashCube Machine using the registered username/userID and password, and perform the cash acceptance transaction. This will allow the CLIENT's Authorized Representative to insert the cash in the CashCube where it will be verified, validated, counted, accepted and kept inside the connecting vault subject to the CLIENT's Authorized Representative confirming the transaction. The transaction details indicated in the printed receipt will be forwarded to the CashCube Monitoring System.
6. **Non-disclosure of Username/Password/Transaction Details** - The CLIENT shall ensure that its Authorized Representative/s shall maintain confidentiality of the issued CashCube userIDs and corresponding passwords at all times. The CLIENT further undertakes that its Authorized Representative/s shall not disclose any information regarding the deposit transaction to anyone, including but not limited to the amount; and that CLIENT will immediately inform the Bank for any changes (addition/ updates/ deletion) to the access credentials.
7. **CashCube Monitoring System** – The CLIENT shall be given access to the CashCube Monitoring System to view and download the transaction history with regards to the transactions made to the CashCube, while credits made to the Account can be viewed through the RCBC Online Corporate (ROC) facility. The CashCube Monitoring System may be accessed using the username and password provided to the CLIENT's Authorized Representative as indicated in the pertinent PIF. Reports generated in the CashCube Monitoring System will be RCBC's basis for crediting the corresponding amount/s to the CLIENT's Account. In this regard, CLIENT shall ensure that the machine is in online status 24 x 7, and that all machine deposits are being reflected in the CashCube Monitoring System.

8. **Cash Retrieval** – Retrieval of cash from the CashCube shall be based on the allowed threshold set by RCBC as agreed with the CLIENT. Once the threshold set is breached, the CashCube Monitoring System shall alert RCBC/SP to pick-up the cash. Pick-ups via Armored Truck will be done depending on the threshold set to the CashCube. The schedule of pick-ups shall be unannounced to mitigate any security risks. Pick-ups shall, however, be done during banking hours and days. Beyond banking hours and days shall be served, if warranted, upon the sole discretion of RCBC.

In case the CashCube becomes defective and/or unable to accept deposits, RCBC/SP shall perform manual cash pick-up as an interim procedure pending the repair of the CashCube. In case of non-availability of the CashCube, the CLIENT may request to avail of the manual cash pick-up service of RCBC to be done daily during weekdays, weekends and holidays excluded, subject to the availability of RCBC and/or the SP to do the manual cash pick-up service and to an additional pick-up fee in excess of four (4) monthly pick-ups based on the prevailing Service Fee per pick-up.

9. **Maintenance** – The following maintenance services shall be provided by RCBC and/or its SP as follows:
 - a) First Line of Maintenance (FLM) includes:
 - i. Response to immediate repairs or maintenance, within 4-hour response time
 - ii. Analyze and Resolve Minor faults
 - iii. Escalation and Reporting of Second Line Maintenance (SLM) Calls
 - b) Second Line of Maintenance (SLM) includes:
 - i. SLM Troubleshooting
 - ii. Parts Replacement
 - iii. SLM Reporting

The CLIENT shall direct all queries through RCBC for coordination with the SP. In addition to the above maintenance, the CLIENT shall allow RCBC and/or its SP, to perform physical inspection of the CashCube. Such inspection shall also be communicated to the CLIENT, including the date, and the number and name(s) of person(s) who will conduct the services to the CashCube.

As part of the Maintenance procedure, the CLIENT shall submit a monthly certification of its compliance with the MSR, additional security or remedial measures required by RCBC at all times, in such form as will be required by RCBC. The CLIENT shall also allow periodic/ regular inspection of its compliance with the MSR by RCBC and/or its SP.

The CLIENT shall be liable to RCBC and shall waive all claims against RCBC in case of any loss or damage arising from its refusal to grant access to the SP to the CashCube location for purposes of the Services.

10. **Crediting of the Cash Acceptance Transaction** - The crediting of the CashCube transaction/s shall be as per agreed time/schedule with the CLIENT as documented in the PIF (or equivalent Enrollment/ Maintenance Form). Since the daily deposit crediting amount shall be based on the report reflected in the CashCube Monitoring System, this shall be treated as provisional and shall be subject to verification and final reconciliation after cash pick-up. In this regard, RCBC reserves the right to adjust the amounts credited to the Account without need for prior notification if RCBC determines that there are discrepancies between the provisional credits and the actual cash retrieved, or for cases of over/under crediting, erroneous crediting, late posting or misposting.

Subject to the conditions herein, RCBC's liability over the CLIENT's funds picked-up from the CashCube shall be limited to the amount collected by RCBC that are lost in transit or, where the amount thereof has not yet been validated by RCBC, RCBC's liability shall not exceed the maximum limit (notes capacity x 1,000.00) set for each CashCube machine capacity per availed variant as stated in the CEF/ PIF. This shall be the maximum amount per pick-up site notwithstanding any acknowledgment by RCBC's Bank Representative/Agent of receipt of a higher amount. In any event, the CLIENT hereby agrees that RCBC shall not be liable to CLIENT or any third party for the loss of any cash in the CashCube prior to pick-up ("Unretrieved Cash"), whether or not such cash have been credited to CLIENT's Account, and for any loss or damage attributable to CLIENT's fault or negligence or any act committed by or

participated in by any employee of the CLIENT or the CLIENT's service provider or agency. Any Unretrieved Cash shall be deemed an overcredit which RCBC shall be fully entitled to recover from CLIENT under the CCM Agreement and the terms and conditions governing the Account.

11. **Warranty for the CashCube** –The CashCube provided is free from defects in material and function under normal use during the warranty period. The CLIENT hereby acknowledges and agrees that RCBC shall not be responsible for any problems incurred with the CashCube throughout the useful life of the CashCube when fully functioning, except when such problems are due to the fault, negligence or omission of RCBC and/or the SP. The CashCube shall be subject to such repair or replacement of defective parts with new parts or serviceable used parts that are equivalent or superior to new parts in performance. This warranty only pertains to the CashCube provided and installed by the SP. This warranty does not extend to any product that has been damaged or rendered defective by:

- a) Accidents, misuse or abuse;
- b) Acts of God;
- c) Operation outside the usage parameters stated herein;
- d) The use of parts not provided by the SP;
- e) Modification of the product;
- f) Result of war or terrorist attacks;
- g) Result of servicing by anyone other than the prescribed SP.

12. **Termination** – In addition to the provisions on Termination in the MTC, RCBC shall have the right to pull-out the CashCube installed in the CLIENT's premises. However, if the CLIENT wishes to terminate the Service/s for causes other than as enumerated in the MTC, without valid/reasonable justification, the CLIENT will be subjected to pre-payment penalty charges equivalent to at least the CashCube monthly fee or 0.5% of the required ADB x no. of remaining/ unexpired months until end of the Lock-In Period.