

(for Suppliers)  
Annex A to Supplemental Agreement  
For Online Supplier Payments

\_\_\_\_\_  
Date

BANK OF THE PHILIPPINE ISLANDS  
Ayala Avenue cor. Paseo de Roxas  
Makati City

Gentlemen:

This refers to the agreement dated \_\_\_\_\_ between BANK OF THE PHILIPPINE ISLANDS (the "Bank") and G-Xchange, Inc. ( the "Company") pursuant to which the Company has the option to pay our bills by debiting the Company's account and crediting our account with the Bank through electronic banking facility provided by the Bank (the "Facility"). For purposes of effecting payment of our bills through crediting of our account, we hereby agree to the following:

1. We will maintain the following account with the Bank (the "Supplier's Account") and abide by the Bank's rules and requirements for maintaining such accounts.

ACCOUNT NAME

ACCOUNT NO.

DEPOSITORY BRANCH

- \_\_\_\_\_  
\_\_\_\_\_
2. We hereby authorize the Bank and the Company to have the Supplier's Account enrolled into the Facility. We acknowledge that by enrolling the Supplier Account into the Facility, the status of whether the Supplier Account is active or dormant may be viewed or known by the Company.
  3. We hereby represent that we are a bona fide supplier of the Company and are entitled to receive payments from the Company from time to time. In the event any amount not legally due is credited to the Supplier's Account, we hereby undertake to promptly refund or return such amount to its source upon being notified, or upon our discovery, thereof. However, in case of a Bank system error, we agree that the Bank shall automatically rectify of the error by debiting the supplier's account or any other deposit accounts which we maintain with the Bank, without need of further notice or authorization from us.
  4. We hereby agree to comply with the Bank's rules and requirements for the use of the Facility.
  5. We hereby recognize that the use of the Facility will expedite payment of our bills, and is for our benefit and that of the Company. In this connection, we agree to indemnify the Bank against, and keep it free and harmless from, any liabilities, suits, damages, losses it may suffer or incur in connection with the use of the Facility.

We trust that the Bank will find the foregoing in order,

Very truly yours,

\_\_\_\_\_  
Supplier's Name

By:

\_\_\_\_\_  
Name:

Title :

Conforme:

\_\_\_\_\_  
G-Xchange, Inc.

By:

\_\_\_\_\_  
Name:

Title :Authorized Signatory