

PUBLIC RELATIONS SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Public Relations Services Agreement (the "Agreement") Agreement entered this ~~day of January 2024~~ **29 FEB 2024** in Taguig City by and between the following parties:

EAST WEST BANKING CORPORATION, a banking corporation duly organized and existing under Philippine laws, with principal office at the EastWest Corporate Center, The Beaufort, 5th Avenue corner 23rd Street, Bonifacio Global City, Taguig City, represented in this act by its Senior Vice President and Group Head- Bank Marketing and Corporate Communications, **Norman Martin C. Reyes**, and hereinafter referred to as "**EWBC**".

- and -

RIPPLE8, INC., a domestic corporation duly organized and existing under Philippine laws, with principal office at 16/F Two World Square, 22 Upper McKinley Road, McKinley Town Center, Fort Bonifacio Global City, Taguig City, represented herein by its Chairman and Chief Executive Officer, **Gil G. Chua**, hereinafter referred to as the "**AGENCY**."

WITNESSETH: That-

WHEREAS, EWBC desires to engage the services of a public relations agency in order to protect its reputation, manage its relations with its stakeholders, promote its products and services, and communicate its key messages to its target segments of the general public;

WHEREAS, AGENCY is in the business of providing public relations services and has offered such services to EWBC;

NOW, THEREFORE, for in consideration of the foregoing premises and the terms and conditions hereinafter set forth, EWBC hereby engages the services of the AGENCY for its public relations requirements:

1. SCOPE OF SERVICES

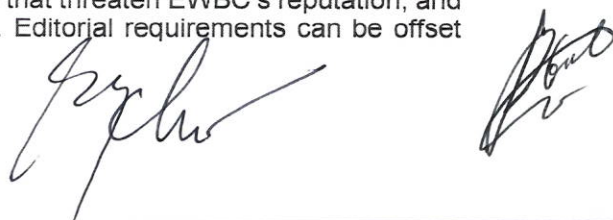
Agency shall perform the following services in favor of EWBC:

1.1 Strategy Setting and PR Plan Development

- 1.1.1 Develop a one-year Communications Plan based on market studies and consumer research for EWBC's corporate (internal and external) and product components, as part of the company's integrated marketing communications plans, and for its corporate social responsibility programs. The products and services include, but are not limited to deposits, prepaid cards, consumer loans, corporate facilities, treasury products, trust products, cash management services, small and medium enterprise banking and mobile/online banking.
- 1.1.2 Develop two (2) Tactical PR Plans for the year based on current events for EWBC's corporate (internal/external) and product components, as the need arises.

1.2 PR Counselling and Issues Management

- 1.2.1 Provide counseling services in handling issues that threaten EWBC's reputation, and its market value, or will disrupt its operations. Editorial requirements can be offset



from our monthly allocation (refer to Publicity & Editorial Services 1.3.2) and will just be charged if exceeded. This excludes scans, social media reports, social listening, and media mobilization.

- 1.2.2 In the event that issues are classified as medium or major, a postmortem report will be furnished. This excludes the cost of 3rd Party suppliers and a cost estimate will be submitted separately should it be needed.
- 1.2.3 Should issues escalate into a crisis and extensive issues management services be required over and above those covered by the contract, fees for such services shall be agreed upon with EWBC. Refer to ANNEX A for criteria in determining if there is a crisis.

1.3 Publicity & Editorial Services

- 1.3.1 Generate a minimum of ten (10) cumulative pickups across print including Chinese publications, broadcast, and online media per story with at least two (2) pickups from top media agencies, Philippine Daily Inquirer, Philippine Star, Manila Bulletin print or online per month.
- 1.3.2 Write a minimum of two (2) and a maximum of four (4) articles per month based on the approved publicity plan. Each article should have two versions for Business and Lifestyle sections. These include press statements, opinion pieces, feature articles, photo caption and advertorials.
- 1.3.3 Editorial consultant to write twenty (20) internal materials (newsletter, social media accounts, EDMs) per month for EWBC's corporate requirements, and edit materials as needed.

1.4 Media Relations

- 1.4.3 Provide overall coordination with media contacts and carry out a program of activities to help strengthen and maintain good relations with influential media figures including editors, columnists and other key influencers.

1.5 Media Events

1.5.1 Manage up to four (4) media interfaces with relevant media in attendance. These include informal media get-togethers, pitched interviews, intimate roundtable interviews every quarter.

Out-of-pocket expenses for such services will be agreed upon with EWBC and will be subject to a separate Cost Estimate.

The agency will help with the layout and design of print advertorial which will be used for special supplements/projects of a specific newspaper for a maximum of six (6) designs in a year.

- 1.6 **Media Mentoring and Coaching Services.** Provide mentoring and coaching services for a maximum of two (2) key executives or spokespersons.

1.7 Management and Supervision of PR Campaign Monitoring Requirements.

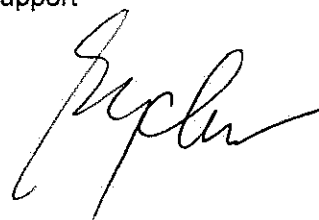
- 1.7.1 AGENCY will monitor press pick-ups with weekly reports and monthly summaries on media values generated.

- 1.8 **Account Management.** AGENCY shall assign a full-service team that includes editorial and media relations.

1.9 Assistance in Evaluating Sponsorship/Advertising Proposals.

AGENCY shall assist EWBC in:

- 1.9.1 Provide background information/credentials of any media outfit or organization requesting for sponsorship/advertising support



1.9.2 Provide background information/credentials of any media outfit or organization requesting for sponsorship/advertising support

1.9.3 Make recommendations that will benefit EASTWEST and the brand

1.10 Out-of-Scope Requirements

1.10.1 The following are not covered by this Agreement and would entail a separate cost:

- a. Development of Crisis Communications Manual
- b. Assistance in drawing up and implementation of CSR program
- c. Assistance in drawing up and implementation of industry relations and government relations programs
- d. Extensive issues and crisis management services
- e. Creative and design services
- f. Influencer Management
- g. Event planning and mounting
- h. Delivery expenses for media gifting

2 FEE

2.1 In consideration of the services to be performed by the AGENCY under this Agreement set forth in Section 1 hereof, EWBC shall pay the AGENCY a monthly PR management and consultancy fee of Two Hundred Twenty Thousand Pesos (PHP 220,000.00), exclusive of 12% Value Added Tax, and applicable withholding taxes.

The fee does not include the cost of outsourced or procured services or goods. Related out-of-pocket expenses needed in the performance of these services will be submitted to EWBC for approval before these are incurred.

2.2 Crisis management services (e.g. activating a crisis team from the agency, developing a crisis manual, being on call to handle the media, crafting of key messages, for the duration of a crisis) are not covered in the Scope of Services given in Section 1. Should crisis management services be required, separate fees for crisis management shall be discussed and agreed upon prior to rendering such services.

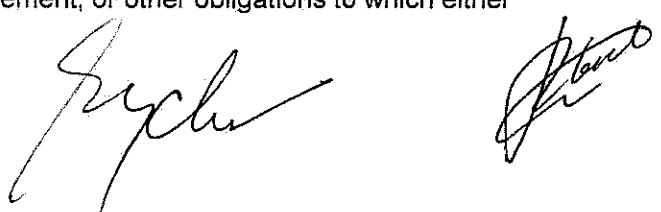
2.3 **Manner of Payment.** EWBC shall pay the AGENCY the monthly PR consultancy and management fee for services rendered under Section 1 within thirty (30) calendar days from submission by AGENCY of a correct and complete invoice to EWBC. The monthly invoice shall be accompanied by a monthly accomplishment report that includes a media mileage report with tear sheets, among others. For invoices submitted for other services rendered, which are not covered by the scope of services under Section 1 but performed with the prior approval of EWBC, EWBC reserves the right to question, if necessary, the accuracy of the billing submitted by AGENCY within fifteen (15) days from receipt thereof. In case of dispute over the accuracy of the billing invoice, the thirty (30) day period shall commence to run only after receipt by EWBC of the amended or corrected invoice.

3 REPRESENTATIONS AND WARRANTIES

3.1 The parties have full power and authority to execute, deliver, and perform this Agreement;

3.2 This Agreement constitutes the legal, valid, and binding obligations of the parties which are enforceable in accordance with its terms;

3.3 The execution and performance of this Agreement do not and will not violate any applicable law or regulations of the Republic of the Philippines, and do not conflict with or result in any breach of any contract, agreement, or other obligations to which either is a party or to which either may be bound;



- 3.4 All consents, approvals, and authorizations necessary for the due execution, delivery, and performance by the parties of this Agreement have been obtained; and,
- 3.5 Each of the parties warrants that it will not solicit, offer, promise, counsel, entice, or induce any of the other party's employees to give notice, depart or otherwise terminate employment.

4 TERM and TERMINATION

- 4.1 This Agreement shall be valid and effective for the period of February 23, 2024 to December 31, 2024, renewable upon written agreement of both parties.

However, it may be terminated earlier by:

- a. Mutual consent of the parties effective on the date agreed upon, or at least thirty (30) days from written notice of termination;
 - b. Breach of this Agreement and/or violation of any of a party's obligations under this Agreement, which breach shall have remained unremedied after a period of fifteen (15) days from notice of the breach. The termination shall be without prejudice to any suit that the terminating party may bring against the erring party for damages which the former may incur as a result of the violation and/or non-performance by the erring party of its contractual obligations.
 - c. For whatever reason, this Agreement may be terminated by EWBC through a thirty (30)-day advance written notice to the AGENCY.
 - d. Immediately upon written notice, in the event of the AGENCY's change of ownership, incapacity, bankruptcy, insolvency, assignment for the benefit of creditors or similar proceedings, liquidation, or dissolution.
 - e. EWBC may terminate this Agreement immediately upon written notice to the AGENCY if so required by BSP or other regulatory body or in compliance of a law or regulation.
- 4.2. Should this Agreement be terminated earlier without fault of the AGENCY or at the instance of the EWBC, EWBC shall be liable to pay for services already rendered by the AGENCY at the time of the termination of this Agreement.
- 4.3. All contracts and agreements made and entered into by the AGENCY for and on behalf of EWBC and with EWBC's written approval during the effectivity of this Agreement, shall remain binding after termination of this Agreement.

5. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed to mean that respective employees of either party are agents, representatives or employees of the other party.

6. **CONFIDENTIALITY.** From time to time, EWBC may disclose Confidential Information to the AGENCY. The AGENCY will:

- (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated transaction/relationship between the parties to which this Agreement relates, and only for that purpose;
- (b) advise its Representatives of the proprietary nature of the Confidential Information and the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential;
- (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but in no case less than the degree of care used by it in safeguarding its own confidential information;



(d) not disclose any Confidential Information received by it to any third parties without the EWBC's consent or as otherwise provided for herein.

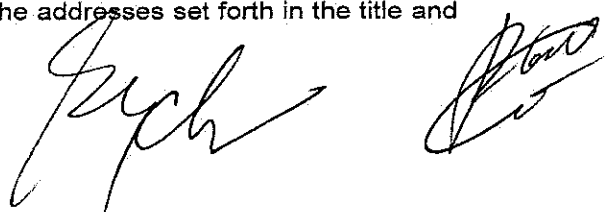
Each Party shall be responsible for any breach of this Agreement by any of their respective Agents and/or Representatives.

Use of Confidential Information

The AGENCY agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of EWBC. No other right or license, whether expressed or implied, in the Confidential Information is granted to the AGENCY hereunder. Title to the Confidential Information will remain solely with EWBC. All use of Confidential Information by the AGENCY shall be for the benefit of EWBC and any modifications and improvements thereof by the AGENCY shall be the sole property of EWBC.

The obligation to hold in confidence such information shall survive the expiration or termination of this Agreement. Any violation by the AGENCY or its employees of this confidentiality clause shall entitle EWBC to damages and to unilaterally terminate this Agreement.

7. **FURTHER ASSURANCES.** The parties agree to do such acts and to execute such other documents as may be necessary to effect in full the purposes of this Agreement.
8. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, arrangements and understandings relating to the subject matter hereof.
9. **AMENDMENT.** This Agreement may be amended, modified, superseded, or cancelled, only in writing and signed by both parties.
10. **AUDIT.** Each party understands and acknowledges that the parties may be subject to examination and audit by government, quasi-government and regulatory agencies, and that each party must and will cooperate with such examination or audit. Parties agree to notify and keep properly informed each other of such audits or examinations to the extent they apply to or affect the performance of the Agreement, and to cooperate with each other for the purpose of complying with such audit or examination.
11. **FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage due to delays or failure to perform resulting from an event of force majeure or any other event beyond the reasonable control and without the fault or negligence of such party.
12. **ASSIGNMENT.** Neither the Agreement nor any rights thereunder are assignable by AGENCY without the prior written consent of EWBC, and EWBC shall be entitled to attach conditions to such consent.
13. **WAIVER.** The failure of a party to insist upon a strict performance of any of the terms, conditions, and covenants of this Agreement shall not be deemed as relinquishment or waiver of any rights and remedy that such party may have, nor shall it be construed as waiver of subsequent breach or default of the terms, conditions, and covenants of the Agreement, all of which shall continue to be in full force and effect. No waiver of any provision hereunder and no consent by either party to any departure there from shall be effective unless the same be in writing and such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.
14. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and may be sent, either by registered mail or personal delivery to the addresses set forth in the title and



name of Parties portion of this Agreement. Unless otherwise notified in writing, any change in postal address shall be deemed not to have been made and will not be acknowledged.

Such notice shall be deemed to have been received (a) on the date of delivery, if sent by personal delivery; or (b) five (5) days after date of posting, if sent by registered mail.

15. SEPARABILITY. Should any provision of this Agreement be declared null, void or unenforceable by any competent government agency or court, this shall not affect the other provisions of this Agreement which are capable of severance and which will continue unaffected. The parties agree that any provision declared, null, void or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intent of the parties as possible.

16. GOVERNING LAW. This Agreement shall be governed in all respects, including validity, construction, performance and effect, by the laws of the Republic of the Philippines.

17. VENUE. If any action will arise out of this Agreement, the same shall be brought before and heard in the proper courts of Taguig City, all other venues being expressly waived by the parties.


18. EXCLUSIVITY. EWBC may engage other parties for the same purpose as provided in this Agreement while the AGENCY may enter into similar PR service contracts with other parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date above written.

EAST WEST BANKING CORPORATION
TIN No. 003-921-057

RIPPLE8, INC.
TIN No. 009-089-983-00000

By:


NORMAN MARTIN REYES
Head
Bank Marketing and
Corporate Communications Division

By:


GIL G. CHUA
Chairman and Chief Executive Officer

SIGNED IN THE PRESENCE OF:


MARY ANNE A. BUNDALIAN


ROBERT FRANCISCUS T. VITO

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

TAGUIG CITY
BEFORE ME, this 29 FEB 2024 day of 2023 in **TAGUIG CITY** personally appeared the following persons, each of whom exhibited their respective competent evidence of identities, to wit:

	Name	Proof of Identity
EAST WEST BANKING CORPORATION	MARTIN NORMAN REYES	
RIPPLE8, INC.	GIL G. CHUA	

and presented to me an integrally complete document for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the document for the purposes stated therein and that they executed the document as their free and voluntary act and deed and the free and voluntary act and deed of the corporations represented herein.

The document referred to is an Agreement consisting of ___ () pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above-written.

Doc. No. 24 ;
 Page No. 6 ;
 Book No. XXXVII ;
 Series of 2028.

ATTY. IRISH S. PRECION
 Notary Public for Taguig City
 Appointment No. 23 (2023-2024)
 Rol' No. 39281/05.31.17 / IBF No. 257478/12.29.23
 CTR No. 4-6123618/01.02.24/Taguig City
 1st Floor, Department No. VII-0020815 valde valle, until 04-14-25
 2nd Floor, Admin. Bldg. FTI Complex, Taguig City
 irishsprecion@gmail.com / 09985834449

ANNEX A

HOW TO DETERMINE A CRISIS

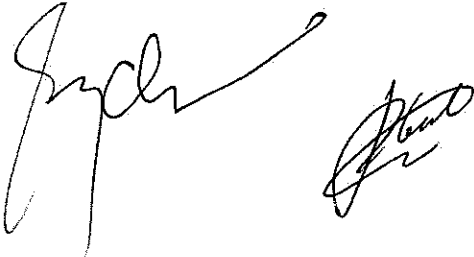
Taking into consideration EastWest Bank's perspective on crisis, below is a checklist to identify a crisis situation. **At least four "yes" responses out of the seven questions indicated below** will most likely mean the bank is in a crisis situation.

GUIDE QUESTIONS	Y	N
1. Has the situation stopped normal banking operations (even if localized or store-specific only)?		
2. Is there a data privacy or security breach?		
3. Is there a need to urgently communicate to all stakeholders in the next 3-6 hours?		
4. Is there a need for the involvement of top level management to resolve the threat?		
5. Is there prominent negative media coverage in print, radio or TV?		
6. Is there video or photo documentation in social media that has gained traction?		

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7. Is there a powerful speaker and / or influential personality as complainant or talking head?		
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Note, however, that this checklist is intended as a guide and is not cast in stone. What are most crucial, among all of the items indicated above, are **media coverage in traditional and social media, and the profile of the complainant or talking head.**

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