

TERMS AND CONDITIONS OF THE UNIONBANK VIRTUAL ASSET EXCHANGE SERVICES AGREEMENT

1. GENERAL INFORMATION

This Terms and Conditions govern the Bank's Virtual Asset Exchange Services. Whenever applicable, the Bank's existing terms and conditions governing the opening and maintenance of deposit accounts (whether individual or corporate, retail or business) ("**Account Terms and Conditions**"), and related services such as the use of UnionBank Online ("**UnionBank Online Terms and Conditions**"), the Bank's data privacy policy available at <https://www.unionbankph.com/privacy-security> ("**Data Privacy Policy**"), and all applicable laws and rules and regulations of the Bangko Sentral ng Pilipinas ("**BSP**"), shall supplement this Terms and Conditions.

In availing of the Bank's Services (or any part thereof), you agree to be bound by this Terms and Conditions, the Account Terms and Conditions, UnionBank Online Terms and Conditions, Data Privacy Policy, and all applicable laws, rules, and regulations.

By clicking the "I accept" or "I agree" button on UnionBank Online or otherwise signifying your conformity to this Terms and Conditions in any other manner (whenever required), you warrant that you have fully read and understood this Terms and Conditions and that you voluntarily and knowingly agree to be bound thereby with full acceptance of the contents, meaning, and implications of this Terms and Conditions. If otherwise, you may opt not to accept or signify your conformity to this Terms and Conditions. However, this means that you may not be able to avail of the Services and/or access or use the Platform for purposes of accessing the Virtual Asset Exchange Services.

You agree that, whenever necessary, the Bank shall make reasonable amendments to this Terms and Conditions for purposes of: (i) conducting System enhancements, or (ii) enabling the Bank to improve its Services or the Client's experience, or (iii) complying with any findings or recommendations resulting from the Bank's internal or external audit(s), or (iii) complying with any legal or compliance requirement set by the BSP or other relevant government agency such as the National Privacy Commission ("**NPC**"). In such cases, you may be required to agree to the Terms and Conditions as amended in order to access the Virtual Asset Exchange Services. In case of conflict between this Terms and Conditions and the amended Terms and Conditions (if any), the latter shall control being the reflection of the latest agreement between you and the Bank. Amendments to this Terms and Conditions will take effect sixty (60) days from notice to you, whether in writing, by display or posting in the Bank's premises, website, and other channels, or by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable.

You understand and expressly agree that your continued use of the Virtual Asset Exchange Services shall be considered as consent to the amended Terms and Conditions.

2. DEFINITION OF TERMS; INTERPRETATION

As used in this Terms and Conditions, the following terms shall have the following meanings:

- 2.1. "**Account**" refers to your current or savings deposit account with the Bank, including the Settlement Account referred to in Section 4.2 of this Terms and Conditions;
- 2.2. "**BSP**" refers to the Bangko Sentral ng Pilipinas;
- 2.3. "**Crypto Account**" or "**Crypto Wallet**" refers to the electronic wallet created on UnionBank

Online for Exchange Transactions;

- 2.4. “**Exchange Transaction**” refers to the exchange or conversion of fiat currency into Virtual Assets and/or from Virtual Assets to fiat currency; or the exchange or conversion from one or more forms of Virtual Assets;
- 2.5. “**Force Majeure**” refers to events that are beyond the Bank’s reasonable control such as war, strikes, acts of god, earthquakes, flood, lockout, embargo, governmental acts, orders or restrictions, failure of suppliers and service providers, change of law, regulatory or legal restrictions or order/direction of government agency or authority and other similar cause or any other reason beyond the Bank’s reasonable control that prevents performance or delivery of the Service.
- 2.6. “**Order**” refers to the instruction sent through the Platform to buy, sell, exchange or trade Virtual Assets;
- 2.7. “**Platform**” refers to UnionBank Online or any other online platform where the Bank may, in the future, make the Virtual Asset Exchange Service accessible;
- 2.8. “**Order Receipt**” refers to the receipt indicating details of the Order such as the date, type of order placed, amount, and pricing information;
- 2.9. “**Services**” refers to the Virtual Asset Exchange Services described in this Terms and Conditions
- 2.10. “**Settlement Account**” shall have the meaning given to it in Section 4.2 of this Terms and Conditions;
- 2.11. “**System**” refers to both the software or set of procedures and protocols as may be applicable;
- 2.12. “**Trade**” refers to the fulfilled Order;
- 2.13. “**Trade Receipt**” refers to the receipt indicating details of the trade such as the date, trade type, and all fees and charges; and
- 2.14. “**Virtual Assets**” or “**VAs**”, has the same meaning in BSP’s definition of Virtual Asset under BSP Circular 1108, series of 2021 that is, “Virtual asset [VA] refers to any type of digital- unit that can be digitally traded, or transferred, and can be used for payment or investment purposes. It is used as a medium of exchange or a form of digitally stored value created by agreement within the community of VA users. VAs shall be broadly construed to include digital units of exchange that (i) have a centralized repository or administrator; (ii) are decentralized and have no centralized repository or administrator; or (iii) may be created or obtained by computing or manufacturing effort. VAs are not issued nor guaranteed by any jurisdiction and do not have legal tender status.” For purposes of this Terms and Conditions, Virtual Assets include crypto currencies;
- 2.15. “**Virtual Asset Exchange Services**” or “**Exchange Services**” refers to the sale, purchase, buying, selling, trade, or exchange of Virtual Assets;
- 2.16. “**Virtual Asset Software Protocols**” shall have the meaning given to it in Section 3.2 these Terms and Conditions.

In this Terms and Conditions, unless the context requires otherwise:

- (i) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and
- (ii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.

3. DESCRIPTION OF THE SERVICES

3.1. The Services will allow you to perform the following:

3.1.1. check conversion rates of Virtual Assets to Philippine Peso;

3.1.2. buy and sell Virtual Assets using Philippine Peso; and

3.1.3. view the total asset value of your Virtual Assets.

3.2. The Bank only provides the Platform where Exchange Transactions can be made. The Virtual Asset Services are provided on an “as is” and “commercially available” basis and the Bank does not offer any form of warranty regarding the reliability, stability, accuracy, and completeness of the technology involved. The Bank does not own or control the software protocols which govern the creation and operation of Virtual Assets (“**Virtual Asset Software Protocols**”). The Bank is not responsible for the operation of such Virtual Asset Software Protocols and makes no guarantee as regards their functionality, security, or availability, and that said Virtual Asset Software Protocols may be subject to sudden changes in operating rules, which changes may materially affect value, function, and/or name of the Virtual Asset. In case there are any changes in the Virtual Asset Software Protocols or its operating rules, the Bank may, at its sole discretion, temporarily suspend the Services.

3.3. The Services are also available only in connection with Virtual Assets that the Bank, in its sole discretion, chooses to make available on the Platform. For this reason, the selection of Virtual Assets you will see on the Platform may change from time to time.

3.4. The Bank provides Virtual Asset Exchange Services to clients who (i) are of good credit standing and (ii) satisfy the requirements as set forth in this Terms and Conditions.

3.5. You understand that there are risks to transacting in Virtual Assets as described in Section 8 of this Terms and Conditions and that the Virtual Assets made available to you on the Platform is not guaranteed by the Bank, the BSP or any other government agency.

4. ACCOUNT REGISTRATION AND OTHER REQUIREMENTS

4.1. Before you can access the Services, you will be required to take a Client Suitability Assessment for the Bank to determine if the Services are suitable to your assessed risk profile. If deemed suitable, you will be eligible to open a Crypto Account or Crypto Wallet after you have read, confirmed and agreed with the Terms and Conditions and the Risk Disclosure Form.

By opening a Crypto Account or Crypto Wallet, you:

4.1.1. affirm that you are at least eighteen (18) years old and have the legal capacity to act and enter

- into an agreement with the Bank;
 - 4.1.2. agree to disclose and share personal information for purposes of identity verification and authentication as part of the Know-Your-Customer (KYC) standards in compliance with the existing rules regulations of the BSP, Anti-Money Laundering Act of 2001 (AMLA), as amended, its implementing rules and regulations, and other pertinent laws and policies;
 - 4.1.3. agree to submit any document that may be required by the Bank in compliance with the Anti-Money Laundering Act, The Terrorist Financing Prevention Act and other applicable laws, rules and regulations;
 - 4.1.4. warrant that any information you provide to the Bank are true, accurate, and authentic and that the Bank can rely and act on such information (without prejudice to the Bank’s conduct of further verification);
 - 4.1.5. understand and agree that the information you provided may be used to detect and prevent any act prohibited by law, rules or regulations or those acts referred to under Section 5.2.3 of this Terms and Conditions;
 - 4.1.6. understand and agree that your Crypto Account or Crypto Wallet is not a deposit or bank account which earns interest, or which is insured by the Philippine Deposit Insurance Corporation (PDIC); and
 - 4.1.7. Understand and agree that your Crypto Account is personal and non-transferable.
- 4.2. To perform Exchange Transactions on the Platform, you are required to have and maintain an active account that is linked to the Platform (“**Settlement Account**”). You agree to deposit and maintain an adequate amount of money in your Settlement Account as may be required by the Bank for the Services. The Bank may change the minimum amount from time to time. You understand that your Exchange Transactions using the Platform may be charged against your designated Settlement Account and/or your Crypto Wallet. For this purpose, you expressly authorize the Bank to debit your Settlement Account and/or your Crypto Wallet, as the case may be, to process your Orders.

5. ACCEPTABLE USE

- 5.1. You agree that (a) the Services as well as all the copyright, trademark, patents and other intellectual properties in the Platform, System or any other software or documentation or portion thereof, whether complete or incomplete are and shall remain to be the Bank’s sole property; (b) you shall not cause the Platform or System, the Services, its software and its documentation to be copied, reproduced, translated, exhibited, transmitted, transferred, assigned, marketed, licensed, leased, or sold in any manner or in any form; and that, under no circumstances should you attempt or allow others to modify, reverse engineer, translate, decompile, or disassemble the Platform or any System or any portion thereof.
- 5.2. The Client unconditionally agrees:
- 5.2.1. To use the Services, Platform or System only in accordance with this Terms and Conditions and all applicable laws, regulations, and other guidelines issued by government agencies;
 - 5.2.2. To divulge the nature of the transaction being facilitated by his/her use of the Services upon the Bank’s request;
 - 5.2.3. To use the Services only for legitimate and lawful purposes and NOT to use any portion or all of the Services for any of the following purposes:
 - 5.2.3.1. To violate these Terms and Conditions and/or any law, regulation, or issuance by any competent legal authority;

- 5.2.3.2. To facilitate the sale of any object that is prohibited, contrary to law, illegal, illicit or outside the commerce of man;
- 5.2.3.3. To facilitate transactions involving illegal drugs, drug paraphernalia and other controlled substances as prohibited by law;
- 5.2.3.4. To facilitate transactions involving the sale of products which endanger the safety, health, and well-being of individuals;
- 5.2.3.5. To facilitate transactions that encourage or incentivize illegal activities;
- 5.2.3.6. To facilitate transactions involving stolen, smuggled, or otherwise illegally acquired goods and/or services;
- 5.2.3.7. To facilitate transactions involving firearms, explosives, ammunition and any other weapon or accessories of the aforementioned items that are prohibited under any applicable law;
- 5.2.3.8. To facilitate the infringement of any intellectual property right;
- 5.2.3.9. To facilitate Cybercrimes as defined in Republic Act No. 10175 or the Cybercrime Prevention Act of 2012 and other related laws;
- 5.2.3.10. To facilitate Child-Pornography as defined in Republic Act No. 9775 or the Anti-Child Pornography Act of 2009 and other similar laws;
- 5.2.3.11. To facilitate prostitution and other sexually oriented services as defined and described by applicable laws, rules and regulations;
- 5.2.3.12. To facilitate transactions relating to pornography as defined and described by applicable laws, rules and regulations;
- 5.2.3.13. To facilitate Money-Laundering as defined in Republic Act No. 9160 or the Anti-Money Laundering Act of 2001 and any subsequent amendments thereof;
- 5.2.3.14. To facilitate “get rich quick” schemes, pyramid schemes, or Ponzi schemes or other similar activities as defined and described by applicable laws, rules and regulations;
- 5.2.3.15. To facilitate bribery or corruption of public officers as defined and described by applicable laws, rules and regulations;
- 5.2.3.16. To facilitate any form of unethical, illegal act, or illegal hacking;
- 5.2.3.17. To facilitate any form of larceny, theft, robbery, or embezzlement as defined and described by applicable laws, rules and regulations;
- 5.2.3.18. To facilitate transactions from entities or individuals known or deemed to

be involved with terrorism, money laundering, or any transnational crimes;

5.2.3.19. To allow a third person to control your Account or be used as a mule or dummy account by a third party; and

5.2.3.20. To do any other act similar or analogous to the foregoing or activities subsequently declared prohibited or illegal by any applicable law or BSP regulation.

5.3. The Bank reserves the right not to proceed with any transaction, if, upon its sole determination or discretion, there are sufficient grounds to believe that such transfer or act shall result in a reputational risk or otherwise place it in a bad or disreputable situation or legal risk of violating Republic Act No. 9160 or the Anti-Money Laundering Act of 2001, Republic Act No. 10168 or The Terrorism Financing Prevention and Suppression Act of 2012, or other existing laws, or rules and regulations of the BSP.

5.4. You understand and agree that you are solely responsible in verifying the information you input in the Platform before sending any Orders and/or instructions to the Bank.

5.5. You warrant that you have exclusive use of your Crypto Account and agree not to allow or permit anyone to have access to your Account Information and take the necessary steps to prevent anyone from accessing your Crypto Account or Account Information. You are responsible for informing the Bank in writing in the event that your Account or Crypto Account has been compromised, or your Account details have been stolen. Otherwise, all transactions performed using your Account or Crypto Account shall be deemed as authorized transactions.

5.6. The Bank is under no obligation to verify the authenticity or authority of persons effecting your instructions sent through the Platform nor to check on its accuracy and completeness. Such instructions shall be deemed correct, complete, irrevocable, and binding on you. You accept full responsibility for all transactions executed via the Platform.

5.7. The Bank shall not be responsible for any consequences or liabilities that you may incur or suffer arising from the unprocessed request or cancelled transactions in violation of this Terms and Conditions.

5.8. The Bank reserves the right to suspend or terminate your Crypto Account and/or access to the Services should it find that you have violated this Terms and Conditions or the Bank's Account Terms and Conditions or any applicable law, rules and regulations.

6. PROCESSING OF ORDERS AND TRANSACTIONS

6.1. You may use your Crypto Account to place Orders via the Platform to buy and/or sell Virtual Assets.

6.2. You understand and agree that you must have sufficient balance in your Settlement Account and/or Crypto Wallet before you can place an Order. No Order shall be placed unless your Settlement Account has sufficient funds.

6.3. You agree that prior to the placement of any Order, you should review: (i) the amount of Virtual Assets to be bought or sold; (ii) its purchase price or sale proceeds; (iii) any fees associated with the Order; (iv) and the net proceeds to be transferred from/to your Account.

- 6.4. You understand and agree that an Order authorized by you on the Platform is deemed a confirmed Order and will be fulfilled unless cancelled in a timely manner.
- 6.5. You understand and agree that any Order that exceeds the amount of available funds in your Account will be rejected and those which are/may have been erroneously processed shall be reversed.
- 6.6. You also acknowledge that once you place an Order, the full amount of funds required, including any applicable fee, are placed on hold until your Order is filled, expired, or cancelled.
- 6.7. An Order Receipt shall be sent to your designated email address after placing an Order and a Trade receipt will be sent after your order is fulfilled.
- 6.8. Orders, once fulfilled, are final and irreversible.

7. LIMITATION OF ACCESS, ACCOUNT SUSPENSION AND TERMINATION

- 7.1. The availability of the Services may be affected by system maintenance, technical issues related to computer, telecommunication, electrical, or network failures, or other circumstances beyond the Bank's control. To ensure security, regulatory compliance, and efficient service delivery, the Bank may adjust transaction limits and other access restrictions as necessary. For example, changes may be implemented in response to evolving security threats, regulatory requirements, unusual account activity, or system enhancements. When applicable, the Bank will notify customers of significant changes through in-app notifications, registered email addresses, or official bank channels, including social media.
- 7.2. The Bank reserves the right to cancel, suspend, or limit any and all access and use of the Services, which in its sole discretion, is found to be in violation of these Terms and Conditions, Privacy Policy, or any law, regulation, or issuance from a competent legal authority without need of any prior notice.
- 7.3. The Bank reserves the right to discontinue the Services and suspend or terminate your Crypto Account and your access to the Services, without need of any prior notice, the Bank will inform you as soon as possible through the platform or registered email if:
 - 7.3.1. By the Bank's assessment, the Services are not suitable or no longer suitable for you;
or
 - 7.3.2. By the Bank's assessment you are no longer qualified to avail of the Service or
 - 7.3.3. You have violated this Terms and Conditions, the Bank's privacy policy or any law, regulation, or issuance from a competent legal authority.
- 7.4. You may voluntarily discontinue use of the Services at any time. Nonetheless, you understand and agree that the Bank has the right to retain any or all of your information and transactional records as far as legally permissible.

8. ASSUMPTION OF RISK

- 8.1. By using the Bank's Services, you warrant that you are aware of and fully understand the risks associated with transacting with Virtual Assets and, in so doing, you expressly agree to assume the risks associated with Virtual Assets including but not limited to the following:

- 8.1.1. Virtual Assets are considered high risk;
 - 8.1.2. Virtual Assets are not considered legal tender since these are not issued nor guaranteed by the BSP, or any government authority;
 - 8.1.3. Virtual Assets have been connected or related to a number of scams, fraudulent, and unlawful activities such as money laundering and terrorist financing;
 - 8.1.4. Possible loss of Virtual Assets and unauthorized transactions if the Client leaves his/her Account unattended;
 - 8.1.5. Failure in the confirmation of the Virtual Asset transaction;
 - 8.1.6. Failure of software;
 - 8.1.7. Cybersecurity hacks;
 - 8.1.8. Failure or interruption of internet connection;
 - 8.1.9. The introduction of malicious software;
 - 8.1.10. Failure of communication;
 - 8.1.11. Service disruptions;
 - 8.1.12. Force Majeure; and
 - 8.1.13. Drastic fluctuations in price, as the value of digital currencies can change rapidly, decrease, or potentially even fall to zero.
- 8.2. You also expressly agree to exercise utmost prudence, diligence and vigilance in monitoring and managing your Virtual Assets and/or transactions made in the Platform.
- 8.3. To mitigate these risks, the Bank shall perform the necessary measures to ensure that the System is secure. However, you understand and agree that any information that may be communicated or made available in the Platform is based on the best information available to the Bank and the nature of Virtual Assets makes it possible for new information to render obsolete or supersede any previous information communicated or made available through the Platform.

9. FEES

- 9.1. You understand and agree that, as illustrated in *Annex "A"* of this Terms and Conditions, the spread between buy and sell prices of Virtual Assets in the market will be factored into the cost of your Exchange Transactions. You also understand and agree that due to prevailing market conditions, the pricing displayed on the Platform may change dynamically. All applicable rates will be reflected as is on the Platform.
- 9.2. You acknowledge that any adjustments to spreads or additional fees (if any) imposed by the Bank will be displayed on the Platform at the point of confirmation for each and every Order.
- 9.3. You further acknowledge that the prices displayed on the Platform are dynamic and subject to change. The Platform will refresh the quoted prices at regular intervals to reflect the best current

market prices. You understand and agree that the final price applicable to any transaction will be the price confirmed at the time the Order is executed.

10. LIMITATION OF LIABILITY

- 10.1. You understand and agree that the Services may entail the use of supporting technical and operating systems in order for the Bank to effectively deliver the service to you. Consequently, the Services and Platform may require the participation or use of third-party service providers.
- 10.2. You understand and agree that you are responsible for updating your customer records, including mobile phone number. The Bank shall not be liable to you or any other party for any inability to transact or access the Services or for any losses or damages that you or a third party may incur from your failure to safekeep or update your Account Information.
- 10.3. You understand and agree that you have sole access to your mobile phone or device used to access the Service, your Account, and/or your Crypto Account and that you are responsible for safeguarding and preventing unauthorized access to such devices.
- 10.4. You understand and agree that the delivery of any OTP may be affected by factor(s) outside the Bank's control, such as but not limited to delays with your mobile phone service provider or network. Thus, the Bank does not guarantee the timeliness of the delivery of the OTP.
- 10.5. Except to the extent that such loss or damage is attributable to the Bank's breach of these Terms and Conditions, fraud, fault or any grossly negligent act or omission of the Bank, its employees or personnel, the Bank shall not be liable for any loss or damage of whatever nature which you suffer or incur in connection with your use of the Platform, the Bank's Services, and/or the implementation of your Orders or Exchange Transactions in the following instances:
 - 10.5.1. disruption, failure or delay relating to or in connection with the Platform and/or the Bank's Services which are due to circumstances beyond the control of the Bank, Force Majeure or any other unforeseen events, fortuitous events such as but not limited to prolonged power outages, breakdown in computers, software, operating systems and telecommunication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases;
 - 10.5.2. loss or damage arising out of any fraudulent access or utilization of the Platform due to: (1) theft; (2) unauthorized disclosure of mobile phone numbers, emails, passwords or security credentials; (3) deactivation of the OTP; and (4) the unauthorized usage of biometrics, and other security measures used in the Platform with or without your participation;
 - 10.5.3. inaccurate, incomplete or delayed information is received due to disruption or failure of any information or communication facilities used in the Platform or due to faults in the telecommunication network, internet or network failure, or software or hardware error beyond the control of the Bank;
 - 10.5.4. any indirect, incidental or consequential loss, loss of profit or damage suffered by reason of the use or failure or inability to use the Services;
 - 10.5.5. any and all liability, costs, damages, losses and causes of action arising from or in any way connected with the disclosure of information concerning your Accounts and/or transactions with the Bank to unauthorized persons for any reason whatsoever, including

but not limited to wiretapping of communication lines or erroneous connection by telecommunication switches, or errors in transmitted information due to faulty lines, and any and all forms of high technology surveillance or fraud; or

- 10.5.6. any incidental or consequential loss, loss of profit or damage arising from the loss of your mobile phone, mobile devices and other electronic devices enrolled to the Platform.

11. INDEMNITY

You unconditionally agree to fully indemnify, defend, and hold harmless the Bank, its officers, directors, employees, and agents from and against any and all claims, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liabilities, and damages of any kind arising out of or related to: (a) your use of the Services in violation of this Terms and Conditions; (b) your breach of this Terms and Conditions or any representation, warranty, and/or covenant ; and (c) any loss or damage arising from your own actions as well as any access, authorized or unauthorized to your Account and/or Crypto Account or Wallet (d) any loss or damage due to your interference or tampering, alteration, or misuse of the Platform; and (e) your breach any applicable laws.

12. PRIVACY

You understand and agree that in providing the Services, the Bank may process your personal information. The Bank's Data Privacy Policy and commitment to maintain the Client's privacy is available at <<https://www.unionbankph.com/privacy-security>>. You represent and warrant that you have read and understood the Bank's Data Privacy Policy before providing your personal information and consent to the collection, processing, use, and/or disclosure of your information as described in the Data Privacy Policy.

13. NO WAIVER

No delay in the Bank's exercise or failure to exercise or enforce any right or interest available under these Terms and Conditions, shall constitute or be construed as a waiver by the Bank.

14. ELECTRONIC SIGNING, RECORDING, AND OTHER COMMUNICATIONS

- 14.1. You agree that this Terms and Conditions and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Terms and Conditions or such other documents are to be considered the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. You agree with the Bank on the use of an electronic form of recording and storing of this Terms and Conditions and any other documents delivered in connection herewith and that such documents in electronic form, and the electronic signatures appearing on any such documents are binding and enforceable against you and the Bank.
- 14.2. When using the Services, the Client understands that communications may at times be made electronically. For this purpose, the Client agrees that the Bank may contact him/her via SMS, e-mail, chat, mobile messaging, or any other electronic means, or provide him/her with information by posting notices on the Platform. The Client agrees that such electronic means of communication is valid, has been duly read and understood by the Client and is equivalent to communications made in writing and insofar as these are compliant applicable laws.

- 14.3. The Bank reserves the right, in its sole discretion, to discontinue the provision of electronic communications or to terminate or change the terms and conditions on which electronic communications will be provided.

15. CONCERNS; FEEDBACK

- 15.1. For any clarifications regarding the nature of Virtual Asset Exchange Transactions or the Services, you may contact the Bank at customer.service@unionbankph.com and indicate [Virtual Asset Inquiry] in the subject line of the email for assistance. You are strongly advised to report any and all violations (even perceived/suspected violations) with respect to the use of the Services at the soonest possible time. To report a violation please contact the Bank via the address given above and [Virtual Asset Suspected Activity] in the subject line of the email.
- 15.2. Your needs and feedback are important to the Bank and if you have any questions or concerns, you may reach us through any of the channels below. For social media channels, a representative will get back to you within 24-48 hours from the time the Bank receives your question or concern.

Phone: +63 2 8841 8600

E-mail: customer.service@unionbankph.com

Facebook Messenger: m.me/unionbankph.com

X (formerly Twitter): twitter.com/unionbankph

In the event that your concern requires an investigation, you agree to provide the Bank with the required information and consent to the use and processing of the information you provide to enable the Bank to expediently address your query. You also allow the Bank to disclose information you may provide to enable the Bank to expediently address your query. You also allow the Bank to disclose information you may have provided to third parties, if necessary to address your concern.

Union Bank of the Philippines is regulated by the Bangko ng Sentral ng Pilipinas <https://www.bsp.gov.ph>.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. This Terms & Conditions shall be construed, performed and enforced in accordance with the laws of the Philippines.
- 16.2. The venue of all legal actions or proceedings arising out of or in connection with this Terms and Conditions shall be brought only in the proper courts of Pasig City to the exclusion of all other venues.

17. SEVERABILITY

If any of this Terms and Conditions is declared or found to be unenforceable, illegal, void, or otherwise ineffectual, then that provision shall be deemed removed from this Terms and Conditions without affecting the validity, efficacy, and enforceability of all the other provisions.

ANNEX “A”

Pricing and Fees

This Annex provides a representation of the pricing of Virtual Assets upon the time of your request for a quote on the Platform. The spread between buy and sell prices of Virtual Assets in the market will be factored into the cost of your Exchange Transactions. You also understand and agree that due to prevailing market conditions, the pricing displayed on the Platform may change dynamically. All applicable rates will be reflected as is on the Platform.

The quote sent to you is computed as follows:

(Market Price of Virtual Asset) + (Transaction Spread) = Total Price quote sent to the client

Sample computation:

Sample is for purchasing 1 unit of Bitcoin (BTC) against Philippine Peso at the time of request for quote and may vary depending on market conditions.

Cryptocurrency	Price at Time of Request	Type of Exchange
BTC/PHP	*Php 1,000,000	Virtual Asset vs. Fiat Currency
Transaction Spread	*Php 3,030	
Price quoted	*Php 1,003,030	

**prices reflected are for illustration purposes only.*