

## DATA PRIVACY COMPLIANCE ADDENDUM

The Republic of the Philippines has enacted into law Republic Act No. 10173 or the Data Privacy Act of 2012 (the “DPA”) and has recently released through the National Privacy Commission (NPC) the Implementing Rules and Regulations of the DPA (the “IRR”).

[**Cebu Air, Inc. (doing business under the names and styles of Cebu Pacific and Cebu Pacific Air) (“Cebu”)**] [**Cebgo, Inc. (“Cebgo”)**], as a Philippine entity and in furtherance of the principles of corporate responsibility and good governance, is mandated to comply with the requirements of the DPA.

[**Cebu/Cebgo**] is fully aware of its responsibility to its passengers, shareholders, employees, and the public; and takes the compliance to DPA seriously. Part of its compliance exercise is also to ensure that it only contracts with partners and suppliers (the “Counterparty”) who have the same appreciation for data privacy.

For this purpose, [**Cebu/Cebgo**] has set the minimum standards for data privacy which it requires from all its counterparts.

Capitalized terms used herein shall have the meanings set forth in the DPA, the IRR and in Clause 1 of this Addendum.

### 1. Definitions

“**Agreement**” means the contract or arrangement between [**Cebu/Cebgo**] and the Counterparty.

“**Authorized Persons**” means the Counterparty’s employees, contractors, or agents who have a need to know or otherwise have access to Personal Information in relation to the requirements of the Agreement it has with [**Cebu/Cebgo**] or to enable it to perform its obligations under its Agreement with [**Cebu/Cebgo**], and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum.

“**Personal Information**” refers to any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.

“**Processing**” refers to any operation or any set of operations performed upon Personal Information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.

“**Security Breach**” means (i) any act or omission that compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by the Counterparty including the Authorized Persons that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of the Counterparty (or the Authorized Persons) or a breach or alleged breach of this Addendum relating to privacy practices.

### 2. Standard of Care

2.1 The Counterparty acknowledges and agrees that, in the course of its engagement with [**Cebu/Cebgo**], the Counterparty may receive or have access to Personal Information. The Counterparty shall comply with the terms and conditions set forth in this Addendum in its Processing of such Personal Information and shall be responsible for any Processing and disclosure of Personal Information under its control or in its possession. The Counterparty shall be responsible for, and remain liable to [**Cebu/Cebgo**] for the acts or omissions of all Authorized Persons concerning the treatment of Personal Information as if they were Counterparty’s own acts or omissions.

2.2 Personal Information is deemed confidential information of [**Cebu/Cebgo**] and not the Counterparty. In the event of conflict or inconsistency between this Clause and the confidentiality clauses as stated in the

Agreement between **[Cebu/Cebgo]** and the Counterparty, the terms and conditions set forth in this Clause shall govern and control.

- 2.3 The Counterparty agrees and covenants that it shall:
  - 2.3.1 Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized Processing, access or disclosure;
  - 2.3.2 use Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Counterparty's own purposes or for the benefit of anyone other than **[Cebu/Cebgo]**, in each case without **[Cebu's/Cebgo's]** prior written consent; and
  - 2.3.3 not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons, without prior written consent from **[Cebu/Cebgo]** unless and to the extent required by government authorities or judicial processes, in both cases, the Counterparty shall (i) notify **[Cebu/Cebgo]** before such disclosure; and (ii) be responsible for and remain liable to **[Cebu/Cebgo]** for the acts or omissions of the unauthorized persons concerning the treatment of such Personal Information as if they were Counterparty's own acts or omissions.

### **3. Information Security**

- 3.1 The Counterparty represents and warrants that its Processing and disclosure of Personal Information (to the extent allowed in the Agreement) does and will comply with the DPA and the IRR, as well as all other applicable regulations and directives.
- 3.2 Without limiting the Counterparty's obligations under Clause 3.1, the Counterparty shall implement administrative, physical, and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, such as the Center for Internet Security (CIS) Framework, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Personal Information is Processed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum.
- 3.3 If in the course of its Agreement with **[Cebu/Cebgo]**, the Counterparty has access to or will Process credit, debit or other payment cardholder information, the Counterparty shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Counterparty's sole cost and expense.
- 3.4 At a minimum, the Counterparty's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls with media, applications, operating systems and equipment; (vi) encrypting Personal Information stored on any mobile media; (vii) encrypting Personal Information transmitted over public or wireless networks or similar actions; (viii) strictly segregating Personal Information from the information of the Counterparty or its other customers or partners so that Personal Information is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to the Counterparty's employees.

3.5 Upon [Cebu's/Cebgo's] written request, the Counterparty shall provide [Cebu/Cebgo] with a copy of any of its compliance certifications (i.e. PCI DSS, Data Protection, ISO 27001, SOX, etc.) in relation to fulfilling its obligations under this Addendum.

#### **4. Security Breach Procedures**

4.1 The Counterparty shall notify [Cebu/Cebgo] of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Counterparty becomes aware of it.

4.2 Immediately following the Counterparty's notification to [Cebu/Cebgo] of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Counterparty agrees to fully cooperate with [Cebu/Cebgo], including without limitation, (i) providing [Cebu/Cebgo] with physical access to the facilities and operations affected; and (ii) making available all relevant records, logs, files, data reporting and other materials required to comply with the DPA, the IRR, regulation, industry standards or as otherwise reasonably required by [Cebu/Cebgo].

4.3 The Counterparty shall immediately remedy any Security Breach and prevent any Security Breach at the Counterparty's sole expense in accordance with the DPA, the IRR, regulations, and standards. The Counterparty shall also reimburse [Cebu/Cebgo] for actual costs incurred by [Cebu/Cebgo] in responding to, and mitigating damages caused by any Security Breach from the Counterparty.

4.4 The Counterparty agrees that it shall not inform any third party of any Security Breach affecting [Cebu/Cebgo] without first notifying [Cebu/Cebgo]. The Counterparty and [Cebu/Cebgo] shall work together in drafting the contents of any such notice prior to submission to the relevant authorities.

4.5 In the event of any Security Breach, the Counterparty shall also put in place measures and safeguards to prevent a recurrence of any such Security Breach.

#### **5. Audit**

5.1 Upon [Cebu's/Cebgo's] request, to confirm Counterparty's compliance with this Addendum, the Counterparty grants [Cebu/Cebgo] or, upon [Cebu's/Cebgo's] election, a third party on [Cebu's/Cebgo's] behalf, permission to perform an assessment or review of all controls in the Counterparty's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to [Cebu/Cebgo] pursuant to the Agreement. The Counterparty shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Personal Information for [Cebu/Cebgo].

5.2 [Cebu/Cebgo] may, upon its sole discretion, likewise confirm compliance with this Addendum by providing a questionnaire to the Counterparty regarding the Counterparty's measures, practices, policies and infrastructure in relation to all Personal Information being handled and/or services being provided by the Counterparty. The Counterparty shall fully cooperate and promptly accomplish such questionnaire.

#### **6. Return or Destruction of Personal Information**

At any time during the term of the Agreement at [Cebu's/Cebgo's] written request or upon the termination or expiration of the Agreement for any reason, the Counterparty shall, and shall instruct all Authorized Persons to, promptly return to [Cebu/Cebgo] all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to [Cebu/Cebgo] that such Personal Information has been returned to [Cebu/Cebgo] or disposed of securely. The Counterparty shall comply with all reasonable directions provided by [Cebu/Cebgo] with respect to the return or disposal of Personal Information.

**7. Equitable Relief**

The Counterparty acknowledges that any breach of its covenants or obligations set forth in this Addendum may cause [Cebu/Cebgo] irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, [Cebu/Cebgo] is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which [Cebu/Cebgo] may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

**8. Material Breach**

The Counterparty's failure to comply with any of the provisions of this Addendum is a material breach of this Agreement. In such event, [Cebu/Cebgo] may terminate the Agreement effective immediately upon written notice to the Counterparty.

**9. Indemnification**

The Counterparty shall defend, indemnify and hold harmless [Cebu/Cebgo], its affiliates and its respective officers, directors, employees, agents, successors and permitted assigns (each, a "Cebu/Cebgo Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any [Cebu/Cebgo] Indemnitee due to Counterparty's failure to comply with any of its obligations under this Addendum.

**10. Integration**

This Addendum is made an integral part of the Agreement between [Cebu/Cebgo] and the Counterparty. In case of any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail.