MEMORANDUM OF AGREEMENT

This Memorandum of Agreement with Accessing Entity ("Agreement") is made and executed in the Philippines by and between:

> The **CREDIT INFORMATION CORPORATION**, a government-owned and-controlled corporation organized and existing under and by virtue of Republic Act No. 9510, with principal office address at 6th Floor, Exchange Corner Building, 107 V.A. Rufino St., cor. Esteban St. Legaspi Village, Makati City, acting through its President and CEO, duly authorized signatory, **Mr. Jaime Casto Jose P. Garchitorena**, (hereinafter referred to as the "CIC");

<div align="center">-and-</div>

> _____, a corporation or entity organized and existing under the laws of the Republic of the Philippines, with principal office address at _____, represented by _____, (Position), as authorized representative by virtue of Board Resolution dated _____, as evidenced by Board Resolution/ Secretary's Certificate dated _____, which is hereto attached. Hereinafter referred to as the Accessing Entity ("AE").

> The CIC and the AE may, whenever the context so permits, be referred to as the "Parties" and individually as a "Party".

<div align="center">WITNESSETH: That -</div>

WHEREAS, the CIC was created by virtue of Republic Act No. 9510 otherwise known as the *Credit Information System Act*, and its Implementing Rules and Regulations (IRR) to receive and consolidate basic credit data, act as a central registry or central repository of credit information, and provide access to reliable standardized information on the credit history and financial condition of borrowers to authorized entities;

WHEREAS, on the basis of reciprocity, the AE is submitting basic credit data of all its borrowers to the CIC, with at least six (6) months' continuous submission reckoned from the start date of this Agreement, and thus, desires to access Credit Reports from the CIC;

WHEREAS, the CIC authorizes AE to access basic credit data, subject to payment of Usage Fees in accordance with this Agreement, including attachments and Annexes "A" on General Provisions, "B" on Billing and Collection, and "C" on Security Requirements, which are made an integral part of this Agreement; and

Premises considered, the Parties agree to be bound by the terms and conditions of Annexes "A" on General Provisions, "B" on Billing and Collection, and "C" on Security Requirements.

Under this Agreement, AE has two (2) options to access the CIC's central registry of credit information:

1) Through Special Accessing Entity (SAE):
   a. Web Portal Access
   b. Batch Access
   c. Application to Application

2) Direct access from the CIC for:
   a. Web Portal Access in PDF format
   b. Batch Access in PDF format

Access from CIC and/ or through SAE is subject to the maintenance of existing data quality standards as well as constantly improving said measures on the areas of periodicity, accuracy, and completeness with the overarching aim of improving overall data quality.

Effectivity of this Agreement shall start on _____ day of the month of _____, 2019 (start date) and shall remain in force and effect until _____ unless such date is mutually extended.

IN WITNESS WHEREOF, the parties have caused their respective authorized representatives to sign this Agreement.

CREDIT INFORMATION CORPORATION

By:

_____
MR. JAIME CASTO JOSE P. GARCHITORENA
President and CEO

(NAME OF ACCESSING ENTITY)

By:

_____

W I T N E S S E S

_____   _____

A C K N O W L E D G E M E N T
- -

REPUBLIC OF THE PHILIPPINES}
Makati City   }S.S.

BEFORE   ME,   this   _____,   day   of   _____   20___   at _____, personally came and appeared:

Name	Government Issued Id	Date/Place Issued
Jaime Casto Jose P. Garchitorena (Credit Information Corporation)		

all known to me, to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the CORPORATIONS they respectively represent.

This instrument which consists of _____ (_____) pages including this page whereon the acknowledgement is written, has been signed by the parties hereto and their instrumental witnesses at the lower portion of this page and the left hand margin of all other pages and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____ , _____ in _____, Philippines.
NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019

ANNEX "A"

GENERAL TERMS AND CONDITIONS

ARTICLE I

Definition of Terms

The following terms, as used in this Agreement, shall have the following meanings:

a. **File Transfer Protocol or FTP** - refers to the standard transfer protocol by which a Submitting Entity submits data to CIC.

b. **Covered Entity Information Sheet or CEIS** - refers to the CIC's online portal automating registration process of SEs for submission and access. It includes information appearing in the Submitting Entity Information Sheet (SEIS) and includes relevant information of contact persons on billing, collection, and online dispute resolution process.

c. **Error Report** - refers to detailed error report based on the submission listing of all rejected data and the detailed reasons for their rejection in the Credit Information System (CIS).

d. **Data Subject** - refers to existing borrower or loan applicant or anyone who in any way applies for or avails of a credit facility, natural or juridical person.

e. **Online Dispute Resolution Process or ODRP** - refers to the online system developed by the CIC that will facilitate the filing of the dispute of Data Subject for any erroneous, inaccurate, or incomplete data appearing in the Credit Report.

f. **Special Accessing Entity or SAE** - refers to a duly accredited private corporation engaged primarily in the business of providing credit reports, rating, and other similar credit information.[1]

g. **Submitting Entity or SE** - refers to any entity that provides credit facilities such as, but not limited to, banks, quasi-banks, trust entities, investment houses, financing companies, cooperatives, nongovernmental, micro-financing organizations, credit card companies, insurance companies and government lending institutions. This also includes those entities that have been considered eligible as SE by the CIC.

ARTICLE II
Representations and Warranties

1. That the CIC warrants that, on the date of this Agreement:

a. It has the necessary power, authority and capacity to enter into, and perform its obligations under this Agreement and that its representative signatory is authorized to sign this Agreement on its behalf.

b. This Agreement constitutes CIC's valid and binding obligation, enforceable against it in accordance with its terms.

c. The credit information transmitted by the CIC is reflective of the accuracy and quality of data as submitted by the SEs.

2. The AE represents and warrants to and for the benefit of the CIC on the date of this

---

[1] Section 3[p], R.A. 9510

Agreement and on a continuing basis that:

a. It has the necessary power, authority and capacity to enter into, and perform its obligations under this Agreement and that its representative signatory is authorized to sign this Agreement on its behalf.

b. It is submitting the basic credit data of all its Data Subjects to the CIC.

c. The AE shall not disclose any credit information obtained from the CIC to any person or entity except to designated officers or employees who need the information in the exercise of their duties and functions, and shall use the same only for the declared purpose of establishing the creditworthiness of the Data Subject.

d. The AE shall designate a Compliance Officer or Authorized Representative to ensure the confidentiality and valid use of accessed information and over-all compliance with the CIC.

e. The AE acknowledges that the CIC does not warrant the accuracy and quality of the credit information the latter receives from SEs.

f. The AE agrees that when asked by CIC for proof of continuing compliance to the provisions of this Agreement, including Annexes, AE will provide the said proof as may be required by the CIC. AE also agrees and recognizes that in cases of any negative incident such as, but not limited to: directly or indirectly reported data breach, alleged unauthorized data sharing, improper use of CIC related data, and other incidents as the CIC may identify, the CIC may conduct its own audit of the AE or seek an external third party audit to assess the AE's liability, if any, and impose or recommend any applicable fines, penalties, or sanctions or any other legal remedy.

ARTICLE III
Rights and Obligations

1. Obligations of the AE – in order for the AE to be allowed access:

a. Prior to the access of Credit Reports, the AE shall register through the CEIS and submit the names of its representatives and designated operators for access. The AE shall promptly inform CIC in writing, within seven (7) business days, of any changes in this regard.

b. The AE shall ensure that written consent or authorization has been obtained from the Data Subject prior to access and shall use the Credit Report only for the declared purpose of establishing the creditworthiness of the Data Subject.

c. The AE shall hold all credit information it accesses and retrieves from the CIC in strictest confidence.

d. The AE shall only use the accessed credit information for the declared purposes set out in paragraph (b) above and shall not again use the same for future or other purposes even if involving the same Data Subject. It must ensure that the Credit Report it uses is time-stamped at the time it was accessed from the CIS.

e. The AE shall take all necessary precautions to ensure that disclosure of consolidated credit data does not breach any duty of confidentiality under the law or as may be expressly agreed between the AE and the relevant Data Subject to whom such consolidated credit data relates.

f. The AE shall not disclose any consolidated credit data provided to it by the CIC to any person or entity except as may be authorized by CIC in accordance with the R.A. No.

9510 and its IRR.

g. The AE has the obligation to correct erroneously submitted data as identified by the Data Subject whether directly to the AE or to the ODRP.

2. The CIC shall exercise continuous monitoring over the access of AE to the CIS throughout the effectivity of this Agreement.

3. The CIC shall have the continuing right to request for information or documents from the AE which the former may deem necessary for the maintenance of the AE's access to the CIS.

Article IV
Covenants and Undertakings

1. The AE undertakes and covenants that it shall not enter into any commitment or transaction that could adversely impact, or permit anything which would constitute a breach of any of its representations, warranties or covenants.

2. The AE undertakes to notify CIC in writing within seven (7) business days from becoming aware of any fact, matter or circumstance which would cause any of its representations and warranties in this Agreement to become untrue, inaccurate or misleading in any respect. A business day in this paragraph shall mean a day when retail banks in the Philippines are usually open for business.

Article V
Termination

1. The Parties may agree, in writing, to terminate this Agreement provided that: (a) Such termination shall be in the form and substance that the CIC prescribes; and (b) There has not been any breach in or violation of the Agreement's provisions. The Parties shall neither unreasonably refuse requests to terminate nor impose unreasonable terms for termination. The AE's obligation to keep the information received from the CIC confidential and to restrict the use of accessed information shall remain and survive the termination of this Agreement.

2. Termination by CIC

    a. In the event that the AE should violate or fail to perform an obligation under this Agreement, the CIC shall inform it of such violation or failure through written notice and require it to remedy the breach, if it can be remediated, or perform the obligation within thirty (30) days from receipt of notice (remedy period). The Parties may agree on the extension of the remedy period on justifiable grounds. Notwithstanding the remedy period, the CIC may suspend the AE's access until such time that it shall have fully complied with the terms of this Agreement.

    b. The CIC shall terminate the Agreement and revoke the AE's access if the AE should fail to comply with the notice to correct the breach or perform its obligation within the remedy period. The CIC shall send the AE a written Notice of Termination (Notice) specifying a termination date which is at least thirty days from the date of the Notice.

3. Termination by AE

    The AE may terminate this Agreement, by providing prior written notice to the CIC stating a Termination Date which is not less than six (6) months from the date of notice, provided that the AE had not committed any breach in the Agreement.

4. CIC reserves the right, at its sole discretion, to immediately suspend or terminate its performance, in whole or in part, under this Agreement.

2. Survival Clause

   The rights and obligations under this Agreement which by their nature should survive its expiration or termination shall remain effective after such expiration or termination, including but not limited to the confidentiality provisions or the payment obligations invoiced prior to the Agreement's expiration or termination.

Article VI
Confidentiality

1. The AE shall not make an announcement in connection with this Agreement, unless it is required by law or it has secured the CIC's prior written consent.

2. The AE shall not disclose to any person, or use for any purpose, information on the CIC's business, corporate, financial, or contractual transactions or affairs which it may have received in the course of this Agreement.

3. The obligations under this Article shall not apply to the disclosure of information that: (a) Is connected to an action or proceeding relating to this Agreement or an enforcement of the rights under it; or (b) Has become available to the public in a manner not in breach of the provisions of this Agreement

Article VII
Notices

Unless otherwise indicated, notices or other communications to be given under this Agreement by CIC shall be made in writing and sent by personal delivery, registered mail, courier, or electronic mail/ transmission to the authorized individuals indicated in the CEIS or to the primary place of business or address indicated therein.

Article VIII
Governing Law and Settlement of Disputes

1. This Agreement shall be governed by, and construed in accordance with the laws of the Republic of Philippines.

2. The CIC undertakes to inform, and furnish the AE with copies of CIC issuances and opinions and comments rendered by the Office of the Government Corporate Counsel from time to time.

3. Resolving Disputes

a. Whenever applicable, the Parties shall exert reasonable efforts to amicably resolve any dispute between them relating to this Agreement: (i) Through negotiation or conciliation proceedings consistent with the CIC's rules; and, (ii) Within thirty (30) days from the date of the first written Notice of Dispute which a Party may send to the other (Conciliation Period).

b. If the dispute is not amicably resolved within the Conciliation Period, it shall be resolved through arbitration in accordance with the Arbitration Rules of the Philippine Dispute Resolution Center, Inc. (PDRCI) in force at the time of the submission of the dispute for arbitration.

c. The arbitration proceedings shall be conducted in Metro Manila, Philippines, unless the Parties agree on a different venue.

d. The arbitration proceedings and award shall not be made public and shall be strictly confidential, unless disclosure is required by law or permitted through the Parties' joint written consent.

e. Each Party shall bear its own arbitration expenses. The Parties shall equally bear the arbitration costs and incidental fees, unless the arbitral tribunal should determine otherwise.

f. Article VII shall apply with respect to any notice or communication between the Parties or such sent by the arbitral tribunal to any Party.

g. The Parties agree that the arbitral award shall be final, conclusive, and binding upon the Parties.

Article IX
Miscellaneous Provisions

1. This Agreement and its attachments shall constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior verbal or written agreements or discussions. There are no express, implied, collateral, or statutory conditions, agreements, or representations with respect to the subject matter except those contained in this Agreement. No reliance should be placed upon any statement or representation made by any Party, its directors, officers, employees, or agents unless it is contained in this Agreement.

2. OGCC Review. It is recognized by the Parties that this Contract is subject to review by the Office of the Government Corporate Counsel (OGCC), whose comments and suggestions are deemed to have been herein incorporated.

3. Further Assurances. Each Party shall perform any act, execute any document, and exercise all rights and powers to ensure the complete and punctual performance of its obligations in this Agreement, and that the Agreement shall be given full effect.

4. Indemnity. The AE shall hold the CIC, its directors, officers, employees, or agents free and harmless from, and shall indemnify them for, any liability, claim, loss, demand, damage, cost or expense that may arise in connection with the performance of their functions under this Agreement and without prejudice to any criminal liability under any applicable law, unless the CIC or its authorized representative is finally declared liable by a competent court or quasi-judicial body for any wilful violation of this Agreement or for bad faith, malice, or gross negligence in the performance of its obligation under this Agreement.

5. Limited Liability. A Party shall not be liable for, and each Party waives as to the other Party, any consequential, exemplary, incidental, indirect, special, or punitive damage arising from or in connection with this Agreement, including but not limited to loss of goodwill, profit or revenue, whether or not such loss or damage is based on contract, warranty, tort, negligence, strict liability, indemnity or otherwise, even if the Party has been advised of the possibility of such loss or damage.

   Non-liability. This Agreement assumes that CIC has no visibility of business processes and activities of the AE. The CIC shall not be liable on how the AE conducts its business.

6. Assignment. Neither of the Parties may assign any of their rights and obligations under this Agreement to any other person without the written consent of the other Party.

7. Severability. If any provision of this Agreement is held invalid or unenforceable, for any reason, the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect.

8. Waivers and Remedies. No failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other legally available right or remedy.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

10. Exclusivity of Venue. In the event that any party is compelled to litigate for the enforcement of any right under this Agreement, the venue for such action shall be exclusively in the City of Makati.

BILLING AND COLLECTION

ARTICLE I
Terms and Conditions

1. All provisions in this set of Guidelines are understood to be in consonance with Commission on Audit (COA) regulations.

2. This document is premised on the continuing accreditation as an Accessing Entity of the CIC either directly through the CIC or through a Special Accessing Entity (SAE);

3. The AE agrees to receive electronic copy of billing and collection notices by CIC to AE through the latter's e-mail address registered in the CEIS. AE waives receiving printed billing and collection notices via courier or mail. It is the responsibility of the AE to make sure that the e-mail address registered in the CEIS is active to ensure that e-mail notices are delivered to and received by the AE.

4. The AE agrees to follow all CIC terms and conditions, prescribed processes for payment, and other related requirements that may arise from this Agreement.

5. The AE commits to proactively be updated on all terms and conditions, issuances, notices, and other forms of information relevant to the billing and collection process of the CIC.

6. The AE shall designate a Billing and Collection Point Person (BCPP) in the CEIS, as well as assign and allocate all other resources necessary to enable timely and accurate payment as required by the CIC.

7. The AE shall inform the CIC of any change of all relevant BCPP contact details, including but not limited to, e-mail address. The CIC shall not be held responsible for any consequence, including termination of access to CIC, directly or through its Special Accessing Entities (SAEs), arising from the inability of the AE to receive communications and other forms of notice due to its failure to make such notification.

8. The AE agrees that failure to adequately and effectively comply with any of these provisions, as well as other CIC requirements, may result to the temporary or permanent termination of services of the Credit Information System (CIS).

ARTICLE II
Access Limit

1. Access made directly by the AEs and/or through SAEs shall both form part of the total Access Limit (AL).

2. Based on *prior month's data submissions*, an Accessing Entity's *Access Limit* (AL) shall be one hundred percent (100%) of the **total number of loaded contracts as of prior month, with a minimum requirement of forty percent (40%) loaded Data Subjects**;

3. If the foregoing is not applicable, then the AL shall be ten percent (10%) of the **total number of Data Subjects declared in the CEIS**.

4. In the event that the actual consumption at any time within the month reaches **50%** of the monthly projected consumption, the CIC may notify via email the AE of its consumption behavior.

5. Should an increase in AL be requested, the AE shall only be allowed to do so once a month, and the same shall be subject to CIC approval within five (5) working days from the latter's receipt of the request.

ARTICLE III
Charging of Subscription Fee

In accordance with RA 9510 and its IRR, the CIC reserves the right to charge subscription fee representing the CIC's cost of creating, populating and maintenance of the CIS. A Circular, notice, or issuance to this effect may be issued subsequently.

ARTICLE IV
Terms of Payment

1. Upon signing of this Agreement, the AE shall make a minimum advance payment equivalent to 1,000 credit reports.

2. Depending on their business requirements, the AE may choose to put up higher amounts of advance payment but shall be allowed to do so weekly every Thursday. The same shall also in no case be allowed to exceed the maximum access limit *within the month* based on reciprocity, to wit:

   a. One hundred percent (100%) of the total number of credit records loaded monthly; or

   b. Ten (10%) of total number of accounts in the CEIS submitted under the *Certificate of Total Number of Borrowers and Loan Contracts* module to this effect but in no case be more than the *total number of data subjects (borrowers)* submitted by the AE and loaded in the Credit Information System (CIS) of the Credit Information Corporation.

   c. For the foregoing purpose*, "reciprocity"* is herein defined as 'the mutual benefit relationship between the CIC and the Submitting Entity (SE) turned Accessing Entity' expressed either in terms of *the total number of credit reports loaded monthly* or *total number of data subjects submitted and loaded* in the CIS."

3. To request for an increase in access limit, AEs may contact the CIC Billing & Collection via email at billing.inquiry@creditinfo.gov.ph or call 2365900 local 128 with email subject "REQUEST FOR AN INCREASE IN ACCESS LIMIT."

ARTICLE V
Statement of Consumption

1. CIC shall send the *Statement of Consumption (SOC)* reflecting via e-mail every 6th of the month to the dedicated billing e-mail address of the AE as registered in the CEIS the following information:

   a. Data consumption made for the period;
   b. Total amount charged against the advance payment made;

    c. Advance Payment Balance (+) or Amount to be Replenished to bring back the Advance Payment Amount to one hundred percent (100%).

2. All payments must be made in Philippine Peso (PhP).

3. For data access made by the AE through Special Accessing Entities (SAEs), the payment terms shall be strictly governed by the agreements reached between the said parties, and the same shall render the CIC free from any future concerns relating thereto.

4. The AE agrees that the processing period for advance payment replenishment is five (5) working days at the CIC's end.

5. Unless the CIC receives a complaint using the CIC prescribed template hereto attached as "Annex B-1" on non-receipt of SOC for a prescribed period, the same shall be deemed received by the said AE thru its BCPP.

ARTICLE VI
Payment Channels

1. All payments must be made in full through any of the following:

    a. Over-the-counter payment at Land Bank of the Philippines branches;
    b. Real Time Gross System (RTGS), if applicable;
    c. BSP- Philpass, if applicable;
    d. Land Bank of the Philippines, or any Bancnet member banks accredited by the Landbank Electronic Payment Portal (EPP).
    e. Instapay facilities of all Landbank partner-banks.

2. The CIC shall issue an official receipt within three (3) working days from payment.

3. The CIC may expand its list of payment channels from time to time, for which pertinent Circulars shall be issued.

4. The AE shall have the sole responsibility for the reconciliation on un-accounted advance payments or replenishments coursed through the SAEs.

ARTICLE VII
Grounds for Disconnection

The CIC shall implement automatic disconnection of the AE's access on the following grounds:

1. Exhaustion of access limit; and/ or
2. Depletion of advance payment made.

ARTICLE VIII
Reactivation

1. In cases of disconnection due to non-replenishment of advance payment under Article V, access to the CIS will be reactivated within the five-day processing period from the CIC's confirmation of the advance payment made for the disconnected accounts.

2. Requests for reactivation using the CIC prescribed template (Annex B-1) during weekends and holidays shall be done on the next working day.

ARTICLE IX
Billing Disputes

1. Reconciliation of advance payments made shall be done within the five-day processing period from the CIC's confirmation of the same for the subject account. Should there be any statement discrepancies, the same shall be reflected in the next period's SOC.

2. An AE's failure to file an inquiry, dispute, or complaint using the CIC prescribed form (Annex B-1) within a 30-day period shall be deemed an acceptance of the accuracy and correctness of the SOC, making the same final and conclusive.

3. For any concerns, AEs may contact the CIC Billing & Collection via email at billing.inquiry@creditinfo.gov.ph or call 2365900 local 128.

Annex "B-1"

CREDIT INFORMATION CORPORATION
BILLING AND COLLECTION

ACTION REQUEST FORM

DATE:

NAME OF ACCESSING ENTITY:

ACCOUNT NUMBER:

TYPE OF REQUEST	
☐ Increase/Decrease in Access Limit	from: _____ to: _____
☐ Increase/Decrease in Advance Payment	from: _____ to: _____
☐ Reactivation	
☐ Deactivation	
☐ Reconciliation of Account	
☐ Billing Dispute	
☐ Update of Billing and Collection Point Person (BCPP)	
Name:	
E-mail Address:	
Telephone No.	
☐ Other Concern(s):	

Requested By:

FOR CIC'S USE ONLY		
Processed By: _____	Reviewed By: _____	Approved ☐ Disapproved ☐ By: _____
Date:	Date:	Date:
Remarks:		

SECURITY REQUIREMENTS

ARTICLE I
Technical Security Requirements

1. In order to access credit data from the CIC, Accessing Entities (AEs) should have the following technical security requirements which are applicable to all AE's information assets that will be used to obtain, process, store, and release data from the Credit Information System (CIS):

   a. Internet connection with at least 1MB upstream.
   b. FTP Client or internet browser software installed with Transport Layer Security (TLS) 1.2 support.
   c. Latest Gpg4Win encryption software installed.
   d. FTP account and server information obtained from CIC.
   e. FTP servers public gpg key obtained from CIC.
   f. Anti-Virus software installed and updated on equipment where access is to originate.
   g. Registered to the CIC all public IP addressed where access is to originate.
   h. Configured corporate firewall to allow connection to CIC servers:
      a. Server IP addresses: 202.90.128.58 to 202.90.128.62
      b. Service ports (TCP): 21, 443, & 65000-65100
   i. The system of the AE should have any of the following supported platforms: Windows 7/8.1/2008/2012, Mac OSX, & RedHat/Ubuntu Linux

2. Other Provisions:

   a. The purpose of this Agreement is to provide a checklist that allows for self-declaration of an AE to its commitment to adhere to the guidelines herein. The AE must be ready to submit to the CIC, proof that such recommended activities, or its relevant equivalent as determined by the AE, is being implemented.

   b. CIC reserves the right to improve, modify, add, or remove, in part or as a whole, provisions in this document as the security environment, globally and locally, change.

ARTICLE II
Information Security and Privacy Programs

The AE agrees to establish an information security program to ensure that Data Subjects' credit data from the CIC have adequate protection from unauthorized alteration and disclosure. Likewise, the AE agrees to abide by the requirements of the National Privacy Commission (NPC) to ensure privacy of Data Subjects' personal data and adequate protection from the same security risks. The AE shall adopt the following security best practices to achieve the following objectives:

   a. Establish a formal written information security and data privacy policies.

   b. Identify and define the roles and responsibilities for the protection of CIS data and for carrying out specific information security processes.

   c. Designate an individual or individuals that will be responsible for the protection of personal information especially Data Subject's credit and personal data from the CIS.

d. Designate an individual or individuals who shall be accountable for ensuring compliance with applicable laws and regulations pertaining to data privacy, security, and valid use of credit data.

ARTICLE III
Information Security and Privacy Awareness Training

The AE agrees to provide security and privacy awareness training to their employees that will be involved in the processing of Data Subjects' credit and personal data from the CIS, to ensure the latter are aware and understand their responsibilities, and exhibit the necessary behaviors and skills to protect those data from security risks, by ensuring that:

a. Employees are aware that credit information of Data Subjects accessed from the CIS shall only be used for the purpose of establishing the creditworthiness of the Data Subject.

b. Employees have the necessary training on the importance of enabling and utilizing secure authentication methodologies. Likewise, have the necessary training to identify and properly store, transfer, archive and dispose sensitive information.

c. Employees have the necessary training on how to identify different forms of privacy threats such as social engineering attacks, viz. phishing, phone frauds and impersonation calls.

d. Employees have the necessary training to be able to identify the most common indicators of an incident and be able to report such an incident to the appropriate person.

e. Maintain list of employees handling, viewing, or using CIC data with certification to the effect that they have received the above training.

ARTICLE IV
Access Management

The AE agrees to establish a formal registration and de-registration procedures to ensure that only authorized personnel is granted access to credit and personal data of Data Subjects from the CIS, to protect those data from unauthorized access and use, and ensuring the following:

a. Restrict access to credit data only to personnel with appropriate security clearance granted by its management.

b. Enforcement of secure password policy to employees to protect their credentials from disclosures. Likewise, comply with the secure password requirements of the CIS.

c. Restrict access to credit data only from authorized application systems and computer hosts.

d. Use of encryption and multi-factor authentication methods when accessing credit data online.

e. Enforce access to information stored in file systems, network shares, applications and databases that process Data Subject's credit and personal data, only to authorized users and with the need to access the information as a part of their responsibilities.

ARTICLE V
Data Security Measures

The AE agrees to protect credit and personal data of Data Subjects from intentional or unintentional security events to avoid adverse impact on CIS data subjects from risks, and shall observe and perform the following:

a. Encrypt credit and personal data of Data Subjects when storing on any physical media such as hard drives, USB drives, CD/DVD, among others.

b. Do not use fax machines to transmit documents containing credit and personal data of Data Subjects.

c. Transmit credit and personal data of Data Subjects only on networks with adequate protection.

d. Store and process credit and personal data of Data Subjects on computer host with adequate anti-virus or malware protection.

e. Backup media of credit and personal data of Data Subjects are adequately protected when stored and transferred across the network or physical location.

f. Dispose properly all computer or media where credit and personal data of Data Subjects were processed.

g. Ensure that credit and personal data of Data Subjects are not shared to business units or business partners located outside the Philippines.

ARTICLE VI
Host and Network Security

The AE agrees to establish guidelines for IT security and to communicate the controls necessary to maintain a secure network infrastructure. Said guidelines must support the mechanisms to protect confidentiality and integrity of credit and personal data of Data Subjects.

a. Change all default passwords before deploying new information assets on production network.

b. Allow only vendor supported, updated and stable software esp. web browsers and email clients in production network.

c. Configure end-point security solutions to automatically conduct an anti-malware scan of removable media when inserted or connected to computers.

d. Configure end-point security solutions or operating systems to disable the auto-run feature for removable media.

e. Configure all computer hosts to deny all incoming traffic except authorized network services.

f. Lock workstation sessions automatically after a standard period of inactivity.

g. Allow only authorized network services on the network.

h. Enable local logging or centralized logging on all hosts and networking devices.

i. Use DNS filtering services to help block access to known malicious domains.

ARTICLE VII
Vulnerability Management

The AE agrees to identify, assess, and remediate security vulnerabilities in their IT assets to prevent unauthorized users from exploiting such weaknesses to gain access to AE's information processing systems. This activity involves identifying IT assets, assessing vulnerability of those assets, and remediation of issues found in those assets.

    a. Deploy an automated system update solution in order to ensure that the operating systems and applications are running the most recent security updates provided by the software vendor.

    b. Conduct regular external and internal penetration tests to test the overall strength of the corporation's defense, identify vulnerabilities and attack vectors that can be used to compromise corporate information assets.

ARTICLE VIII
Information Security Incident Management

The AE agrees to establish a consistent approach to manage information security incidents, including communication of security events and weaknesses that may have adverse impact on the confidentiality and integrity of credit and personal data of Data Subjects from the CIS.

    a. Upon detection report all information security incidents affecting the access of credit and personal data of Data Subjects to the CIC Information Security Unit: infosec@creditinfo.gov.ph.

    b. Establish a written incident response plan that define roles of personnel as well as phases of incident handling/management and communicate the same to all parties involved.

    c. Designate management personnel, as well as his/her alternate, who will support the incident handling process by acting in key decision-making roles.

    d. Maintain contact information of as relevant government agencies and law enforcement to report information security incidents.

    e. Publish information for all employees on reporting information security incidents to appropriate authority within the organization.

ARTICLE IX
Third-party Security

The AE agrees to adopt security best practices when dealing with suppliers and contactors. The AE must ensure that their suppliers and contractors will abide by AE's information security policies or the third-party must be able to demonstrate their own corporate security policies providing equivalent assurance such as:

    a. Complying with this CIS access security requirement.

    b. Access to credit data from the CIS is governed by strict procedures.

    c. Data sharing agreements complies with the requirements of the NPC.