

assistance necessary to comply with the notification requirement under existing privacy laws and regulations, as well as in any investigation that may be conducted in connection with the breach. Corrective action must be immediately undertaken by the parties to mitigate possible harm or negative consequences to the individuals affected by the breach;

- (f) Ownership of any Data shall remain with the **CONTRACTOR** and the **CLIENT** shall not use the same in other projects; and
- (g) The **CLIENT** shall immediately inform the **CONTRACTOR** if, in its opinion, an instruction given by the **CONTRACTOR** infringes the Data Privacy Act, its Implementing Rules and Regulations, or any other issuance of the NPC.
- 15.4. The **CLIENT** shall maintain and keep valid and subsisting its registration of its data privacy system with the NPC, within a reasonable time from the effectivity of the requirement therefor pursuant to the Data Privacy Act of 2012, or such rules, orders, circulars or memoranda as the NPC shall issue from time to time during the Term.
- 15.5. The **CLIENT** shall make available to the **CONTRACTOR** all information necessary to demonstrate compliance with the **CLIENT**'s obligations under this agreement, the Data Privacy Act of 2012 and applicable regulations of the NPC. In this regard, the **CONTRACTOR** may conduct an audit at its option.
- 15.6. The **CLIENT** shall be solely and exclusively liable for any breach of its obligations under this agreement, and for any breach by it of the relevant data privacy laws, such as but not limited to Data Privacy Act of 2012, during the Term. The **CLIENT** shall indemnify and hold the **CONTRACTOR** free and harmless from any liability, damages, claims, action, expenses, losses, or fees that may arise from the **CLIENT**'S breach as described under this agreement, the Data Privacy Act of 2012 and applicable regulations of the NPC; furthermore, the **CLIENT** shall substitute the **CONTRACTOR** and assert itself as the real party-in-interest in any and all actions, whether of a civil, administrative, or criminal nature, that may be brought against the **CONTRACTOR** in relation to the **CLIENT**'S breach of any of its obligations as described under this agreement.
16. **Venue of Legal Action** – The parties agree that any claim or dispute referable to the courts shall be instituted exclusively in the proper court of Makati City, or where the principal office of the **CLIENT** is located, at the option of the complainant/offended party.
17. **Contract Duration** – This Contract shall take effect on July 01, 2018 and shall continue to be in full force and effect until December 31, 2018, unless sooner terminated by either party upon mutual agreement or pursuant to the provisions of Item 16 hereof. This Contract may be renewed or extended but shall be subject to mutual agreement of the parties under such terms and conditions as may be agreed upon by the parties in writing.
18. **Termination** – The Contract may be terminated by either PARTY within 30 days from notice of the occurrence of any of the following:
- (a) The commission by the other Party of a material breach of this Contract; or
- (b) Any inability or prospective inability of either Party to perform its obligation hereunder; or