**POS CASHOUT FACILITY AGREEMENT**

This Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_ (the "Effective Date") by and between SouthBank ("Affiliate Provider") and \_\_\_\_\_\_\_ ("Client").

**WHEREAS:**

* Partner Bank and Southbank are partnering to distribute and extend POS cash-out devices to partner institutions or Clients onboarded by Southbank.
* Southbank, is authorized by the Partner Bank to onboard partner Clients as part of the POS cash-out networks.

**NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:**

**1. POS CASH-OUT FACILITY DISTRIBUTION**

**1.1 Distribution and Onboarding**

The Partner Bank shall provide POS cash-out devices to Southbank. Southbank is authorized to onboard partner Clients to extend the POS cash-out facility.

**1.2 Revenue Sharing**

Revenue generated from the POS cash-out facility shall be shared as follows:

* \_\_\_\_\_\_\_\_\_ (Partner Bank)
* Southbank (The Affiliate Institution)
* Partner Client (The Client)

The transaction fee shall be \_\_\_\_\_ pesos. The Client may impose an additional markup, subject to their business model, which shall be borne by the end user.

**2. TRANSACTION AND MAINTENANCE**

**2.1 Settlement Account and Average Daily Balance / Hold Amount**

The Client agrees to open an Online Business Banking (OBB) account with SouthBank as the settlement account and shall be required to maintain an average daily balance or hold amount of not less than Php 5,000.00 at all times.

**2.2 Average Transaction Volume**

The Client shall maintain a minimum of 250 transactions per month. Failure to meet this requirement shall be subject to quarterly review and assessment.

**2.3 Quarterly Evaluation**

The Client shall be evaluated on a quarterly basis to assess productivity and performance. Based on the results of the evaluation, the Bank reserves the right, at its sole discretion, to continue or terminate the contract.

**3. DEVICE HANDLING AND SUPPORT**

**3.1 Device Damage**

In cases where the device is damaged due to the Client’s negligence, SouthBank shall have the right to charge the Client based on the findings of the investigation conducted by the third-party support provider.

**3.2 Training and Support**

Southbank shall provide training and assistance to the Client during the activation and continuing support. The support procedure shall be defined in the support escalation procedure.

**3.3 Marketing Support**

Southbank shall provide marketing collaterals to support the advertisements of the Clients.

**4. DISPUTE RESOLUTION**

4.1 Reporting Issues

In cases of dispute, the Client shall report to SouthBank via email or through the designated support channel, providing complete details of the error, issue, or concern to ensure proper handling.

**5. SETTLEMENT OF TRANSACTIONS**

**5.1 Settlement Account**

All related transactions shall be settled in their OBB Account on the next business day, not later than 4 PM. The following details as indicated below:

**OBB Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Account Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***(to be filled in by the bank)***

**6. RESPONSIBILITIES**

6.1 Client

* The client agrees to maintain cash to facilitate the servicing of POS cash-out transactions.
* The client agrees to report any unusual events in the system or POS terminal.
* The Client agrees to furnish SouthBank with a copy of the transactions, in the prescribed report template, as proof of transaction. Such report shall be submitted via email to [pos@southbankinc.com](mailto:pos@southbankinc.com).
* The client agrees to maintain its records of all transactions for counter-validation and internal recording.

**6. MISCELLANEOUS**

**6.1 Termination**

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. The POS device shall be turned over to SouthBank. You may use a template to will be provided by the bank upon request.

**6.2 Governing Law**

This Agreement shall be governed by and construed by the laws of the Republic of the Philippines.

**6.3 Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SOUTHBANK:**

By:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT:**

By:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX A: SUPPORT ESCALATION PROCEDURE**

**1. Customer / Merchant Responsibility**

Merchants are expected to follow the outlined support escalation procedure starting from the branch-level support. Below are the responsibilities of the merchant:

* **Initiating Support Requests**: Merchants should file a designated support ticket through [www.southbankinc.com/posticket](http://www.southbankinc.com/posticket) along with supporting documents and necessary contact details for validation purposes.
* **Problem Identification**: Merchants should clearly identify the problem or issue encountered and provide the necessary steps or procedures advised by the attending support personnel.
* **Contact Readiness**: Merchants must maintain an available contact number and person in case the issue requires intervention from the end user.
* **Manual Familiarity**: Merchants are required to read and understand the operational or user’s manual to properly use the POS facility.
* **Error Logging**: Merchants should log and maintain records of errors and use a monitoring facility to ensure proper documentation of both open and resolved issues.

#### ****2. Bank Support Procedure****

##### ****2.1. Level 1 - Branch-Level Support****

At the first level, the **branch personnel** will handle the initial support requests. The procedure includes:

* **Receiving Issues**: When an issue is reported (via call or text), the branch personnel will issue a support ticket using the following link: [www.southbankinc.com/posticket](http://www.southbankinc.com/posticket).
* **Collecting Information**: The bank personnel should collect necessary details about the issue, including screenshots or videos of the problem or transaction, to help in resolving the issue.

##### ****2.1 Level 2 - Head Office Support****

In the event that the merchant opts to direct their concern to our support channels, then it will be escalated to the **Head Office Support Team**. This support team will work in coordination with the branches and manage cases via tickets, emails, hotlines, or chat support.

* **Escalation Criteria**: The following issues are typically handled at Level 2:
  1. Connectivity/Access verification (active/inactive)
  2. Device power cycle (on/off)
  3. Knowledge transfer or tutorials
  4. Balance/settlement concerns
  5. Reports
  6. Any significant impact on normal system operations or unusual system events
* **Escalation Options**:
  1. The merchant can inform branch personnel or the account officer and relay the issue.
  2. The merchant can contact support via:
     + Mobile Number: 09603650322
     + Email: support@southbankinc.com
     + FB Page: [/SouthBankOfficial](https://www.facebook.com/SouthBankOfficial)
     + Support Tickets: [southbankinc.com/postickets](www.southbankinc.com/tickets)

##### ****2.3. Level 3 - Partner Provider Support****

For issues that go beyond the scope of Level 2 support, cases are escalated to the **partner provider**. The following details are required for Level 3 escalations:

* **Merchant Name (Business Name)**: Registered name of the merchant
* **Beneficial Owner**: Owner of the business
* **Account #**: Settlement account number of the merchant
* **Device Location**: Address of the device
* **Terminal ID**: ID of the POS device
* **Date of Issue**: Actual date when the issue occurred
* **Servicing Branch**: Branch providing service
* **Issue Details**: Detailed description of the issue

**Service Level Lead Time:**

|  |  |
| --- | --- |
| **Lead Time** | **Description** |
| Within 1-2 hrs | Acknowledgement of issues/concerns within the control of our support personnel. This includes ticket acknowledgment and confirmation of the issue. |
| Within 3-5 hrs | Provides support covering the settlement, report-related issues, transactional, dispute, and reconciliation. |
| Minimum of 7 working days | This lead time will fall if the support requires third-party assistance. |
| Minimum of 30 working days | This lead time will fail if the support requires the replacement of the hardware due in operability of the device. |
|  |  |

**ANNEX C: REPORT TEMPLATE**

