MAYBANK CREDIT CARD TERMS AND CONDITIONS

1. THE MAYBANK CREDIT CARD ("CARD")
   The CARD is the sole property of Maybank Philippines, Inc. (MPI). It is non-transferable. The privileges of the CARD may be terminated by MPI at any time and for whatever reason or cause without need of prior notice to Cardholder and the Cardholder agrees to surrender his/her CARD upon demand to any authorized MPI representative. The Cardholder agrees to hold MPI free and harmless from any claim for damages arising from such termination. Continued use of the CARD after receipt of the written notice of termination shall be deemed fraudulent and will subject the Cardholder to appropriate legal proceedings. Delivery of the said written notice at the Cardholder's latest reported mailing address shall be considered sufficient receipt of the notice of termination.

   The term "Cardholder" shall refer to the person to whom or for whose use a CARD is issued by MPI. It shall likewise include the person to whom a supplementary credit card is issued upon the application of the Cardholder.

2. RESPONSIBILITY OF THE CARDHOLDER
   The Cardholder and his/her supplementary and/or surety(ies) shall be jointly and severally liable for all purchases and cash advances made through the use of the CARD, including all interests, penalties, fees and all other charges without the necessity of proof of signed charge slips. If the Cardholder uses the cash advance features of the CARD, he/she hereby agrees to accept and pay for all cash advances including the corresponding interests, penalties, fees and other charges without the necessity of proof or ATM withdrawal/transaction record. The Cardholder agrees that all purchases and cash advances shall be conclusively presumed to have been personally made or authorized by the Cardholder.

   The beneficial title to the goods purchased through EzyPay, including any and all replacements, accessions and accessories thereto, shall remain with the Bank until the total installment price is paid in full. The Cardholder shall, in the meantime, possess and hold the same in trust for the Bank, and the Cardholder shall exercise proper diligence in the use and maintenance of the goods. The Cardholder shall not alter, return, pledge, mortgage, sell, assign, pawn, lease or part with the possession of the goods without the previous written consent of the Bank and until and unless the Cardholder shall have paid the total installment price including all other charges that may arise out of the purchase.

3. CO-OBLIGOR/SURETY
   The Cardholder’s spouse who is a supplementary cardholder shall automatically become a co-obligor/surety who shall be jointly and severally liable with the Cardholder herein and in all renewals hereof. In case of corporate accounts, the Company shall automatically become a co-obligor/surety who shall be jointly and severally liable with the Cardholder herein and in all renewals hereof. The co-obligor/surety’s obligation shall continue in case the CARD is renewed or reinstated by MPI, even without the written conformity of, or notice, to the co-obligor/surety, and despite the suspension or termination of the CARD.

Under reasonable circumstances, MPI may require the Cardholder a co-obligor/surety. Upon request of MPI, the Cardholder shall provide an acceptable co-obligor/surety who shall be jointly and severally liable with the Cardholder and his/her Supplementary Cardholder(s) to pay MPI all obligations and charges made through the use of the CARD.

The co-obligor/surety shall notify the Cardholder and MPI in writing of his/her/its intention to withdraw as the Cardholder's co-obligor/surety and may be discharged subject to the condition that the co-obligor/surety continues to be liable for all amounts unpaid and outstanding as of thirty (30) days from receipt by MPI of such written notice. Failure of the Cardholder to immediately furnish a new co-obligor/surety acceptable to MPI shall constitute prima facie evidence of intent to defraud on the part of the Cardholder and the Cardholder's privileges shall be automatically terminated. It is agreed that the co-obligor/surety can be discharged by MPI only when the Total Amount Due has been fully paid.

4. VERIFICATION OF INCOME DOCUMENTS
The Cardholder shall authorize MPI to conduct verification with the BIR or his employer and to authenticate his Income Tax Return (ITR) and/or financial statements (FS) or Employer's Certificate of Compensation Payment/Tax Withheld (BIR Form 2316) and other documents ("Income Documents") or to obtain copies of said documents from the BIR or his employer. The Cardholder, likewise hereby authorizes MPI or his employer to disclose any information relevant to said verification and to give copies of his Income Documents to MPI. The Cardholder hereby waives any rights on the confidentiality of Cardholder information.

The Cardholder agrees to submit annually to MPI his Income Tax Return and other such documents as MPI may hereafter require.

5. ANNUAL FEE
The Cardholder agrees to pay the annual fee to be determined by MPI for use of the Card and/or the other facilities and services made available to the Cardholder and/or for the maintenance and administration of any balance or transaction on the Card. Upon suspension or cancellation of the CARD privileges, all fees paid become non-reimbursable.

6. EXPIRY, RENEWAL AND REINSTATEMENT OF THE CARD
Unless earlier terminated by MPI, voluntarily cancelled or returned by the Cardholder, the CARD shall be valid from the day of issuance or renewal and expires on the last day of the month indicated on the face of the CARD. Renewal of the CARD shall be at the option of MPI. MPI shall likewise have the option of reinstating Cardholder's privileges which have been terminated for any reason whatsoever upon payment of an additional processing fee equivalent to the annual fee.

7. LOSS OF THE CARD
In case of loss or theft of the CARD, Cardholder should immediately report such fact to MPI by calling 24/7 Customer Service Hotline at +632 588-3888, or domestic toll free at 1-800-10-588-3888 through PLDT. Cardholder may also report loss or theft of the CARD through email, cardsCS@maybank.com.ph. Such report should give details of the place, date, time and circumstances of the incident and the last purchase(s) made

prior to the loss or theft of the CARD. Availments/transactions made and all interests, penalties, fees and other charges incurred arising from the use of the lost/stolen CARD shall be for the exclusive account of the Cardholder. Should the Cardholder fail to report immediately the loss or theft of the CARD to MPI from the date of loss or theft, and to state the required information, said failure shall be deemed proof that the Cardholder fraudulently made use of the CARD, and MPI or its member establishments shall be free and harmless from any and all claims for damages. A card replacement fee shall be charged by MPI for replacement of the lost or stolen CARD.

8. CREDIT LIMIT
   Upon acceptance of Cardholder's application, MPI, at its sole discretion, shall grant a credit limit to the Cardholder expressed in Philippine Peso which represents the maximum outstanding balance that a Cardholder and his/her supplementary cardholders are allowed to share at any given time subject to the security requirements and credit card management requisites which may reasonably be imposed by MPI from time to time. In no event shall the Cardholder and his/her supplementary exceed the Credit Limit. MPI reserves the right, at its sole and absolute discretion, to decline any such transaction(s), suspend and/or terminate the credit card privileges of the Cardholder and his/her supplementary without prior notice in case the said Credit Limit shall be exceeded. In such an event, the Cardholder agrees to pay in full the Total Amount Due, which shall immediately become due and payable, without the necessity of notice and demand, all of which are waived by the Cardholder and his/her supplementary.

   The Bank may, at its sole option and at any time, increase or reduce the Cardholder's Credit Limit whether during the effectivity of the Card or upon reissuance, and the Cardholder will be notified of such thereafter by way of the Statement of Account. Should the Outstanding balance exceed the reduced credit limit, said excess shall be considered immediately due and demandable without need of further notice or demand.

9. SUPPLEMENTARY CARDS
   The Cardholder may apply for supplementary CARD(s) which MPI may approve on a case to case basis. The use of the CARD as well as the supplementary CARD(s), shall be governed by this Agreement. Any reference to the CARD issued to Cardholder shall also apply to supplementary CARD(s) and/or their renewals. Should supplementary CARD(s) be issued to the Cardholder's appointed supplementary, the Cardholder or the supplementary shall be jointly and severally responsible for the Total Amount Due, if any, made or incurred through the CARD and the supplementary CARD(s). In the event of separation from the supplementary spouse, legal or otherwise, the Cardholder shall continue to be responsible for all such amounts incurred through the use of the supplementary CARD(s) unless Cardholder requests that the privileges of such supplementary under this Agreement be terminated, provided the Total Amount Due incurred shall have been fully paid and satisfied at the time of said request. In case of death of the Cardholder, the supplementary, whether the spouse or another person designated as the supplementary, shall be jointly and severally liable to settle the Total Amount Due incurred.

   The Principal Cardholder has the option to determine Supplementary Cardholders and their individual spend limits ("Supplementary Spend Limit"). The Spend Limit assigned to the Supplementary Card is not an additional line of credit and is part of the Principal Cardholder's total Credit Limit. The Supplementary Cardholder is given the same Supplementary Spend Limit every month even if the Supplementary Card transactions in previous months are not paid in full, for as long as there is an available credit limit.

If the Spend Limit indicated by the Principal Cardholder is greater than the approved Credit Limit, the Spend Limit to be assigned to the Supplementary Card will be the same as the approved Credit Limit. If the Principal Cardholder does not assign a Spend Limit, the Supplementary Card/s will not be subject to a Spend Limit, and will be subject to the same credit limit as the Principal Card's credit limit.

Transactions made by the Supplementary Cardholder in excess of the monthly Spend Limit may be accommodated and are dependent on the Principal Cardholder's credit standing.

10. INTEREST CHARGES
Interest charge on regular purchases is computed by multiplying the applicable finance charge rate depending on the card type with the average daily balance (ADB). The applicable finance charge rates are subject to change by MPI from time to time with notice to the Cardholder.

Interest charge on Maybank EzyPlans is computed by multiplying the total amount availed by the applicable interest rate, depending on the term, using the straight line method of amortization.

11. PAYMENT OF CHARGES
Cardholder agrees to pay the Total Amount Due or the Minimum Payment Due as stated in the Statement of Account on or before the last day for payment indicated in the said Statement of Account (the "Payment Due Date"). Such Payment Due Date may be changed to an earlier date if the Cardholder's account is considered past due and/or with balances in excess of the Credit Limit, or to such other date as may be deemed proper by MPI with notice to the Cardholder on the same monthly Statement of Account. If the Payment Due Date falls on a Saturday, Sunday or Holiday, the payment shall be due on the immediately preceding business day prior to the Payment Due Date. Failure of the Cardholder to pay at least the Minimum Payment Due on the relevant Payment Due Date stated in the Statement of Account shall render the Cardholder in default without the necessity of demand from MPI, which the Cardholder expressly waives.

The Cardholder agrees that checks used for payment will be credited to the Cardholder's account only upon collection in accordance with usual transit/clearing schedules for local and outstanding credits, net of charges from the drawee bank and MPI's own charges.

The Minimum Payment Due is computed as the sum of the following:

a. Total Amount Due multiplied by a predetermined percentage or a required minimum amount imposed by MPI, whichever is higher between these two amounts plus
b. Any amount in excess of the approved credit limit plus

c. All past due amounts, if any.

The Total Amount Due that remains unpaid after the Payment Due Date indicated on the monthly Statement of Account shall bear finance charges and additional interest and penalty fees based on the amount due for every month or a fraction of a month's delay.

Overpayments by Cardholder shall not earn interest and shall be applied to pay the succeeding Total Amount Due or Minimum Payment Due. In case of terminated or cancelled Card accounts and an overpayment is unclaimed for more than one (1) month from the date of termination or cancellation, a monthly Account Maintenance Fee shall be charged on the account until the Card balance is zeroed out.

12. APPLICATION OF PAYMENT FOR MULTIPLE CARDS

In case the Cardholder is issued two or more CARDS by MPI, the Cardholder hereby authorizes MPI to unilaterally apply, without prior notice, the Cardholder's payments to any of the Cardholder's accounts at the option and sole discretion of MPI. The Cardholder further shall authorize MPI, without any obligation on its part, to likewise unilaterally apply, without prior notice, payments made by the Cardholder or amounts due to the Cardholder resulting from overpayments, to any of the Cardholder's outstanding obligations with MPI.

13. STATEMENT OF ACCOUNT

MPI shall give the Cardholder a monthly Statement of Account, except for Cardholders with cancelled accounts with credit balances. MPI shall give the Cardholders whose accounts were cancelled a Statement of Account on a quarterly basis starting from the date of cancellation. If there is delay or failure in the delivery of the Statement of Account to the Cardholder prior to the Payment Due Date, the Cardholder agrees to contact the 24/7 Customer Service Hotline. Notwithstanding anything to the contrary herein, non-receipt of the Statement of Account shall not relieve the Cardholder of his obligation to pay amounts due on the Card on the Payment Due Date.

Cardholders are given thirty (30) calendar days from statement date to examine charges posted in his/her Statement of Account and inform MPI in writing, or by calling the 24/7 Customer Service Hotline, of any billing error or discrepancy.

If no error is reported within thirty (30) days from the date of the Statement of Account, all data and figures in the Statement of Account are presumed true and correct by the Cardholder.

If the Cardholder notifies MPI of an error in the Statement of Account, the Cardholder shall not be liable to pay the disputed amount while MPI is investigating, but the Cardholder is liable to pay such portion of the Total Amount Due which is not in dispute on or before the Payment Due Date. MPI shall treat the disputed amount as an outstanding availment against the credit line. If after investigation, MPI acknowledges the error in the Statement of Account, the Cardholder is not liable to pay any Finance Charges related to the disputed amount only. Otherwise, the Cardholder is liable to pay the disputed amount, as well as the corresponding Finance Charges due.

14. TELEPHONE COMMUNICATIONS
    By providing the Cardholder's phone number to MPI and by calling or accepting calls from MPI, the Cardholder authorizes MPI to record, replay and communicate to any third party all conversations on said phone number/line with the Cardholder or with any individual who may answer the phone on the Cardholder's behalf. The Cardholder undertakes to inform any individual who may answer the phone on the Cardholder's behalf, being the Cardholder's agent, that MPI shall record, replay and communicate to any third party the conversations with said individual on said phone number/line and that the recording, replay and communication is being done with the Cardholder's consent and authority. The Cardholder likewise authorizes MPI to store the recorded conversation and agrees that MPI may use the taped or recorded conversation against the Cardholder or against any third party, in any proceeding and for any lawful purpose. MPI shall not be liable for any loss, damage or expense which the Cardholder may suffer as a result of MPI acting on such telephone communications.

15. E-MAIL AND SMS COMMUNICATIONS
    The Cardholder hereby agrees that MPI may send or communicate through e-mail, text messages or through the Cardholder's SMS-enabled cellular phone for specific and timely prompts, reminders and notices from time to time concerning account information and other matters relating to the Card. The Cardholder hereby acknowledges and accepts that each e-mail or SMS may be sent to the Cardholder without being encrypted and may include the Cardholder's name and information pertaining to the Cardholder's Card account. It is the Cardholder's responsibility to ensure the security of his e-mail address and cellular phone. The Cardholder hereby holds MPI free and harmless against any and all liability, administrative, civil or criminal, including but not limited, to those relating to any secrecy laws or regulations (if any), should any e-mail or SMS be viewed or accessed by any persons other than the Cardholder. The Cardholder agrees that MPI does not guarantee the timely delivery or accuracy of any e-mail or SMS, which are purely for convenience, information and notification purposes only. The Cardholder shall be fully responsible to inform MPI of any changes to the Cardholder's e-mail address and cellular phone number in a timely manner and to monitor the due performance and compliance of the Cardholder's obligations. The Cardholder renders MPI free and harmless against any and all liability resulting from the Cardholder's failure to inform MPI of any changes to the Cardholder's e-mail or cellular phone number thus rendering MPI unable to send e-mail or SMS communications to the Cardholder.

16. RIGHT OF SET-OFF
    In case of default, MPI shall have the right, without need of prior notice to the Cardholder, to set-off or apply to the payment of the CARD obligations any funds which the Cardholder may have deposited with MPI, or which MPI may have in its possession or control, including all or any interests or other income which may accrue thereon, and including but not limited to time deposit accounts and/or long-term investments, which MPI is authorized to pre-terminate accordingly, to convert into

Philippine Peso if denominated in foreign currency at the prevailing exchange rate at the time of set-off or pre-termination.

The Cardholder authorizes MPI, by way of legal compensation or set-off, to withhold all properties or securities that are now or may hereinafter come into the possession and/or control of MPI, and apply the same at its option, to the payment of the CARD obligations. The Cardholder irrevocably constitutes and appoints MPI as his/her attorney-in-fact with full power, in Cardholder's name and behalf but without necessity of prior notice, to negotiate, sell, transfer, or in any manner dispose of such stocks, bonds, or other property by public or private sale, including any and all interests or other income which may accrue thereon, and thereafter apply the proceeds of such sale or disposition in payment of any and all amounts due under the Cardholder's CARD obligations.

In the absence of deposit/s with MPI, monies, securities, real or personal properties or things of value, the Cardholder and/or his/her supplementary hereby agree to assign and deliver any deposit or funds the Cardholder and/or his/her supplementary may have with any other bank or financial institution to the extent of said Cardholder's and/or his/her supplementary's obligations to MPI. For this purpose, the Cardholder and/or his/her supplementary do hereby consent and authorize said bank or financial institution to disclose to MPI or its duly authorized representative regarding any information relative to any deposit/placement the Cardholder and/or his/her supplementary may have with any such bank or financial institution.

17. ASSIGNMENT AND WAIVER

MPI may assign, discount or otherwise transfer part or all of its rights and/or obligations hereunder or under any Card transaction without notice to the Cardholder. In the event of such assignment, the Cardholder hereby irrevocably agrees not to assert against the assignee set-off rights of any obligations, which may be owed by MPI to the Cardholder.

18. DELINQUENCY REPORTING

The Cardholder is liable for all charges, fees and other obligations incurred through the use of the CARD and all supplementary CARD(s) and in the event of any future delinquency, the Cardholder authorizes MPI to report and/or include the names of the Cardholder as well as the supplementary in negative listings of any credit bureau or institution.

19. DEFAULT

The Cardholder shall be considered in default in any of the following events:

- The Cardholder fails to pay on the Payment Due Date any of his obligations on one or more Cards or other credit facilities;
- The Cardholder's outstanding availments exceed his credit limit;
- Any creditor tries, by legal process, to seize the money or any property of the Cardholder held by MPI or its subsidiary or affiliate;
- The Cardholder applies for voluntary or involuntary relief under the insolvency law or other bankruptcy laws;

- MPI believes, on reasonable grounds, that it was induced by fraudulent misrepresentation to grant the credit facility in favor of the Cardholder;
- The Cardholder fails to observe any of the terms and conditions of any agreement governing the issuance and use of the Credit Cards;
- The Cardholder fails to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which the Cardholder executed or were otherwise issued by MPI in connection with any credit and loan facilities granted by MPI or any other Overseas Units or affiliates of MPI; or another financial institution or other lender in favor of the Cardholder; or
- The Cardholder is charged with, convicted of or under investigation by competent government authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) or other laws or regulations relating to credit card or bank transactions or MPI has prima facie evidence to charge the Cardholder with a violation of any of the provisions of such laws or regulations.

In case the Cardholder commits any of the foregoing events of default, MPI may, at its sole discretion and without need of further notice, demand payment of the Total Amount Due of the CARD. MPI also reserves the right to accelerate the Cardholder's deferred charges as a consequence of default. In case the Cardholder has more than one (1) CARD, the default in one shall automatically be considered as default in the other account/s. At whichever case, MPI reserves the right to terminate the use of all the CARD privileges of the Cardholder, including the supplementary member (s), if any, for all his/her/their CARD accounts with MPI, and the Cardholder is liable to pay a late payment penalty as applicable.

Default by the Cardholder shall entitle MPI to immediately avail its right to set-off and to initiate legal action or proceedings against the Cardholder.

20. ENDORSEMENT TO COLLECTION AGENCIES, ATTORNEY'S FEES AND GOVERNING LAW
    MPI may refer an account in default to a collection agency. In such case, MPI shall inform the Cardholder in writing of the endorsement of the collection of their account to a collection agency, or the endorsement of their account from one collection agency to another, at least seven (7) days prior to the actual endorsement. The notification shall include the full name of the collection agency and its contact details. In case it is necessary to collect the total obligations through an attorney-at-law or collection agency, the Cardholder, supplementary cardholder(s) and/or co-obligor, jointly and severally, shall pay the cost of the collection and/or attorney's fees and the litigation and judicial expenses as applicable.

21. VENUE OF ACTION
    This agreement shall be governed by the laws of the Republic of the Philippines and the exclusive venue of all suits to enforce this agreement is only in the proper courts of Taguig City, the Cardholder hereby waiving any other venue.

22. TAXES, FEES AND EXPENSES

Any and all taxes, fees and expenses which may be due or payable in connection with the Card or any credit facilities granted by MPI in connection therewith is for the sole account of the Cardholder.

23. CANCELLATION/TERMINATION BY CARDHOLDER
Cancellation of the CARD must be done in writing, or by calling the 24/7 Customer Service Hotline, subject to the immediate payment or settlement of the Total Amount Due. Moreover, cancellation of supplementary CARD(s) shall likewise require request from the Principal Cardholder.

24. CHANGE OF CONTACT DETAILS
Cardholder shall notify MPI immediately in writing, or by calling the 24/7 Customer Service Hotline, of any change in his/her residence, office and/or mailing address and/or telephone numbers. The monthly Statement of Account and renewal/replacement cards plus other correspondences shall be mailed/delivered by MPI at the latest reported mailing address of the Cardholder and delivery of the same at the Cardholder's latest reported mailing address shall be effective and conclusively deemed to be sufficient receipt of said notices.

25. CHANGE OF STATUS
Cardholder shall notify MPI in writing of any change in civil status.

26. AMENDMENTS
MPI may, at any time and for whatever reason it may deem proper, amend, revise or modify this Agreement, including the Cardholder's Credit Limit and any such amendment shall bind the Cardholder upon notice or on the date of effectivity as specified in the notice, whichever is earlier, unless the Cardholder objects thereto, by manifesting his/her intention to terminate his/her membership. Failure to notify MPI of Cardholder's intention to terminate his/her membership shall be construed as acceptance by the Cardholder of the amendments to this Agreement.

27. SEPARABILITY CLAUSE
The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability or invalidity, whether temporary or permanent, of any particular provision hereof because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period hereof or for any other cause.

28. NON-WAIVER OF RIGHTS
No failure or delay on the part of MPI in exercising any right or power hereunder shall operate as a waiver thereof nor shall any partial or single exercise of any such right or power preclude any other right or power thereunder. No waiver by MPI of any of its rights or powers herein shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative(s).

29. LIMITATIONS
The Cardholder agrees not to use the Card for the purchase of items/goods the importation into the Philippines of which is subject to the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of

any cash advance availments abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign exchange rules and regulations.

30. LIMITATION OF LIABILITY
The Cardholder agrees that the Bank's liability under this agreement, if any, shall not exceed Three Thousand Pesos (Php3,000); provided that, in any action arising from this agreement or any incident thereto which the Cardholder or any other party may file against the Bank, in no event shall the maximum liability of the Bank exceed Php30,000, except when the Bank is found to be guilty of willful misconduct.

31. DISCLOSURE
The Cardholder hereby consents to the disclosure of information about his/her account and credit standing to MPI and its personnel, to other credit card companies, to other financial institutions, to courts or government offices or agencies upon their order, to credit information or investigation companies, to insurance companies or to third party service providers. The Cardholder hereby indemnifies and holds MPI free and harmless from any liability that may arise from such disclosure. MPI will follow strict standards of security and confidentiality in handling any information that the Cardholder will share with MPI and will always maintain control over the confidentiality of customer information.

32. FOREIGN CURRENCY CHARGES
All charges incurred in foreign currency through the use of the CARD shall be billed and be payable in Philippine Peso.

33. COMPLIANCE
The Cardholder agrees to fully comply and abide by (i) the terms and conditions governing the use of the CARD, (ii) laws, statutes and regulations and BSP Circulars relevant to credit cards and credit accommodations and (iii) the provisions of Republic Act 8484 governing the use of the credit card and other access devices in commercial transactions.

34. OTHER TERMS AND CONDITIONS
The Terms and Conditions, reminders and other provisions contained in the CARD, the Statement of Account, EzyPlans Contract, charge slips, Suretyship Agreements, Card carrier and such other card documents, related instruments or documents are made integral parts hereof by reference and shall likewise be resorted to in instances where they are applicable. It is agreed that the terms and conditions herein, as well as the aforementioned terms and conditions, including reminders, rules and regulations promulgated by MPI from time to time (the "Other Terms and Conditions") shall govern the use of the CARD and the supplementary CARD(s) issued hereunder.

Any alteration, amendment, exception, reservation or scribbling herein made by the Cardholder or in the Other Terms and Conditions, not duly approved in accordance with MPI's appropriate procedures, shall not be valid and binding upon MPI.