

ANNEX A

**Annual Corporate Governance Report
Calendar Year 2024
List Supporting Information and Documents**

Information	Annex
ACGR CY 2024 List of Supporting Documents	A
Board of Directors – Composition	B
Officers - Composition	C
Trainings and Seminars Attended	D
List of Authorized Signatories	E
Audit Committee – Composition	F
Non-Disclosure Agreement/Policy	G

Document	Access through:
Articles of Incorporation	www.corporateguarantee.com.ph , <i>About us -> Corporate Governance</i>
Amended By-Laws	
Approved Annual Statements (Latest, 2023)	
Audit Committee – Appointment Letter	
IC CL No. 2017-29	
Internal Audit Charter	
ISO Certificate	
Manual on Corporate Governance and Code of Conduct	
Minutes of 2024 Joint Annual Meeting and Organizational Meeting of the Board of Directors	
Notice of 2024 Joint Annual Meeting and Organizational Meeting of the Board of Directors	
Quality Manual of Competence	
Quality Manual on Context of the Organization	
Quality Manual on Handling Customer Complaints	
Quality Manual on Management Review Inputs	
Quality Manual on Organizational Knowledge	
Quality Manual on Performance Evaluation: Internal Audit	

ANNEX B

**CORPORATE GUARANTEE & INSURANCE COMPANY, INCORPORATED
DOING BUSINESS UNDER THE NAME AND STYLE OF
CORPORATE GUARANTEE (A NON-LIFE INSURANCE COMPANY)
(Formerly: Corporate Guarantee & Insurance Company, Incorporated)**

BOARD OF DIRECTORS

Board of Directors	Gender	Position	Areas of Expertise/ Experience	Affiliations
LISSET LAUS- VELASCO	F	Chairman, President/ Chief Executive Officer	Automotive, Management, Insurance, Surety Licensed Underwriter, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce, Executive Organization, Automotive and Insurance Industry
MA. THERESA A. LAUS	F	Treasurer, Director	Management, Financing, Insurance, Sales & Marketing and Food Industry	LausGroup of Companies, Pampanga Chamber of Commerce, Food Industry
PAUL TRISTAN A. LAUS	M	Vice President, Director	Automotive, Management, Insurance, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce, Insurance Industry
ADA CARISA A. LAUS	F	Assistant Treasurer, Director	Automotive, Management, Insurance, Surety Licensed Underwriter, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce, Insurance Industry
LEVY ADRIAN A. LAUS	M	Director	Management, Insurance, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce, Insurance Industry
DIORELLA ROSABELL A. LAUS	F	Director	Automotive, Management, Insurance, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce, Insurance Industry
ROMEO G. TORNÓ	M	Independent Director	Accounting, Auditing and Insurance	LausGroup of Companies, Pampanga Chamber of Commerce, Accounting Organizations

ANNEX C

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OFFICERS

Executive Officers	Gender	Position
ADA CARISA A. LAUS	F	Executive Director
ALFIE M. ADRIANO	M	Group Chief Operating Officer
WINDSOR C. DAVID	M	Officer-in-Charge, Chief Operating Officer Compliance Officer
MERCEDES M. LIMSON		Chief Operating Officer Compliance Officer (from Dec. 2024)
GIOVANNI P. MIRANDA	M	Deputy Chief Operating Officer AMLA Compliance Officer
MA. LOURDES ZENDY D. PASTORAL	F	Corporate Secretary
ROSE C. ALCAZAR	F	Sales and Marketing Head (until Nov. 2024)
LUDIVINA M. MAGTOTO	F	Assistant Corporate Secretary
LEVY ADRIAN A. LAUS	M	Marketing Head
RUSHEL G. TORRES	F	Sales Head
JOAN C. CALAYAN-JARDENASO	F	Claims Head
LENNY LORRAINE N. MUSNI	F	Finance Head
MYLA F. GARCIA	F	Regulatory Compliance Officer - Finance & ISO

ANNEX D

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Training Seminars Attended

Topic	Seminar	Attendee
Anti-Money Laundering Act	AMLC Registration and Reporting Guidelines (ARRG) Course	Ma. Lourdes Zendy Pastoral, Corporate Secretary
	AML/CTF Fundamentals Course	
	Targeted Financial Sanctions Course	

ANNEX E

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AUTHORIZED SIGNATORIES¹

Name & Position	Signing Authority
Lisset A. Laus-Velasco Chairman Chief Executive Officer	No Limit
Ada Carisa A. Laus Assistant Treasurer	Up to PHP 2,000,000.00 on Performance and Surety Bonds and Replevin Bonds required to be posted by Comtrust Finance and Investment Corporation
Windsor C. David Officer-In-Charge/ Chief Operating Officer	Up to PHP 2,000,000.00 on Performance and Surety Bonds and Replevin Bonds required to be posted by Comtrust Finance and Investment Corporation

¹ Secretary Certificate dated June 28, 2024

ANNEX F

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AUDIT COMMITTEE

Committee	Position	Areas of Expertise/Experience	Affiliations
ATTY. KAREN ANNE U. GUEVARRA	Chairman	Legal, Automotive, Management, Insurance and Financing	LausGroup of Companies, Pampanga Chamber of Commerce
ADA CARISA A. LAUS	Member	Automotive, Management, Insurance, Surety Licensed Underwriter, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce
ELISA D. CAYABYAB	Member	Accounting, Auditing, Management, Automotive, Financing and Sales & Marketing	LausGroup of Companies, Pampanga Chamber of Commerce
ALLAN S. LAXINA	Member	Accounting, Financing, Tax and Automotive	LausGroup of Companies, Pampanga Chamber of Commerce
VICTORIANO BARTOLOME G.	Member	Financing and Sales & Marketing, Accounting, Automotive and Insurance	LausGroup of Companies, Pampanga Chamber of Commerce

ANNEX G

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NON-DISCLOSURE AGREEMENT/POLICY

I. CONFIDENTIAL INFORMATION

A. "Confidential Information" shall mean all information or material, whether oral or written, that has or could have commercial value or other utility in the business in which **CORPORATE GUARANTEE** is involved or engaged. This includes commercial, financial, or technical, and any other information including secrets, financial, confidential, or proprietary information in whatever form together with data, reports, manuals, policies, regulations or other documents prepared by **CORPORATE GUARANTEE**, in the course of its business through its respective employees, officers, directors, agents or representatives ("Representatives").

B. For this purpose, information and data disclosed or received by the parties are hereby expressly classified as Confidential Information and/or privileged communication and shall be subject to the corresponding restrictions herein agreed upon.

II. CONFIDENTIALITY OBLIGATIONS

In consideration of the Confidential Information supplied by FIRST PARTY and contained in the requested documents by SECOND PARTY, the latter agrees and undertakes to:

- i. Hold and maintain all data and information disclosed by the FIRST PARTY in oral, documentary and/or electronic form, in strictest confidence for the sole and exclusive benefit of FIRST PARTY and, except as hereinafter provided, will not disclose, use or permit the disclosure or use of such information without the written consent of FIRST PARTY;

- ii. Use the disclosed Confidential Information only for the intended purpose of remote surveillance audit, and shall not retain by any means, including but not limited to copying, saving, printing and photographing without the express written consent of FIRST PARTY;
- iii. Use its reasonable endeavors to ensure that all Confidential Information of FIRST PARTY in the possession of SECOND PARTY is protected against unauthorized disclosure to third parties;
- iv. Carefully restrict access to Confidential Information to officers, employees, contractors and representatives who are directly involved in the rendition of the services or fulfillment of the intended purpose and those who by virtue of their functions have access or right to access the said Confidential Information and shall be limited to the purposes stated in the relevant agreement/s;
- v. Execute separate non-disclosure agreements at least as protective as those in this Agreement;
- vi. The SECOND PARTY shall not, without the consent of FIRST PARTY, use for the former's benefit, publish, copy, distribute, or otherwise disclose to others, or permit the use by others for their benefits or the detriment of FIRST PARTY, any Confidential Information. Upon request of FIRST PARTY, the SECOND PARTY shall return to the FIRST PARTY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

III. EFFECTIVITY

The duty of confidentiality over Confidential Information provided in this Policy shall survive the termination of the parties' relevant agreement/s.

IV. LIABILITY AND INDEMNIFICATION

In the event of breach of any of the provisions in this Agreement, the FIRST PARTY shall have the right, in addition to any other right or remedy available:

- i. To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and

- ii. To order specific performance of any such provision in this Agreement.

The SECOND PARTY likewise agrees to irrevocably and unconditionally indemnify and hold FIRST PARTY, its officers, employees and agents, free and harmless from and against any and all claims, suits, actions or demands, or losses, damages, costs and expenses including, without but not limited to, attorney's fees and costs of suit that FIRST PARTY may face, suffer or incur by reason or in respect of SECOND PARTY'S breach of any of the warranties and obligations set forth herein, regardless of the cause of such breach.

V. OTHER TERMS & CONDITIONS

A. This Agreement represents the entire agreement between the PARTIES and supersedes any and all prior arrangements, understanding or agreement between the PARTIES, whether written or oral, relating to the subject matter covered by this Agreement.

B. Nothing herein shall restrict either party from disclosing any Confidential Information pursuant to any law, legal process, judicial or other lawful order or regulation but only to the extent of such law, legal process, order, rules or regulation or as may be mutually agreed.

C. All communications between the PARTIES related to the purpose of this Agreement shall be between the authorized representatives of the PARTIES. shall not be permitted to contact any other officers, employees, consultants, advisers, customers or suppliers of the FIRST PARTY without the prior written consent of the latter.

D. No licenses or rights are granted hereby to the SECOND PARTY in any Confidential Information disclosed by FIRST PARTY pursuant hereto except the right to use the Confidential Information in accordance with this Agreement.

E. Any and all Confidential Information, including intellectual property rights and trade secrets, disclosed under and subject of this Agreement shall be the exclusive property of the FIRST PARTY.

F. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right hereunder.

G. Nothing in this Agreement will operate to exclude or restrict the SECOND PARTY'S liability, if any, for negligence, fraud or fraudulent misrepresentation or the negligence, fraud or fraudulent misrepresentation of a person for whom it is vicariously liable.

H. No variation, amendment or modification of this Agreement shall be valid unless it is in writing and signed by all PARTIES.

I. This Agreement shall be governed by and construed in accordance with the law the Republic of the Philippines. The PARTIES hereby irrevocably agree to submit themselves to the proper courts and/or tribunals of the City of San Fernando, Pampanga, to the exclusion of all other venues which are hereby expressly waived.

**CORPORATE GUARANTEE &
INSURANCE COMPANY,
INCORPORATED**
FIRST PARTY

PARTNER/SUPPLIER/VENDOR

SECOND PARTY