

DEALERSHIP COOPERATION AGREEMENT

PREAMBLE

- A. This Dealership Cooperation Agreement (“**Agreement**”) shall be read and interpreted in conjunction with the **Application for Cooperation** signed by the Dealer/Provider and Home Credit, which this forms an integral part of and is incorporated therein by reference.
- B. The Dealer/Provider is engaged in the business of selling Goods and providing Services (as these terms are defined below).
- C. Home Credit is a financing company primarily engaged in extending consumer financing by means of Home Credit’s Technology.
- D. Home Credit and the Dealer/Provider agree to enter into this Dealership Cooperation Agreement, with either one of the following to be implemented, or a mix of both, as may be agreed upon by the Parties from time to time:
 - (i) Customers shall enter into Consumer Financing Agreements with the assistance of the Home Credit’s Representatives present at the Dealer/Provider’s Premises (“**Non-ALDI Mode**”); and/or
 - (ii) Alternative Distribution Mode (“**ALDI Mode**”) where Home Credit shall no longer have representatives within the Dealer/Provider’s Premises but will provide the Dealer/Provider limited access to Home Credit’s Technology for the purpose of assisting Home Credit in extending consumer financing to Customers of the Dealer/Provider as a payment option.

1. **DEFINITIONS** - In this Agreement, except where the context otherwise requires, the following words and expressions mean the following:

- 1.1 “**Agreement**” means this Dealership Cooperation Agreement entered into by and between the Parties, and shall include the signed **Application for Cooperation**, any recitals, sections, schedules, annexures or exhibits that may be annexed thereto and/or to this Agreement and any amendment or addendum made thereto and/or to this Agreement from time to time;
- 1.2 “**Application Form**” means the application form for the consumer financing or a Consumer Financing Agreement as prescribed by Home Credit, from time to time, and filled in by the Customer to avail the financing;
- 1.3 “**Balance Amount on the Goods and/or Services**” means the amount arrived at after deducting the Total Cash Payment from the Total Price of the Goods and/or Services;
- 1.4 “**Competent Authority**” means any central government, provincial regional government, municipality regional government, other local authorities, the courts of law, or any other judicial/administrative authority having the jurisdiction over all or any of the matter arising from or involving this Agreement;
- 1.5 “**Collection POS**” means the POS as informed by Home Credit, where Financing Documents will be collected by Home Credit’s courier for delivery to Home Credit;

- 1.6 **“Consumer Financing Agreement”** shall mean the contract entered between a Customer and Home Credit executed once Home Credit approves provision of consumer financing to the Customer;
- 1.7 **“Contract Package Sheet”** means a document that contains details of contracts processed and for delivery to Home Credit. In addition, it has a section for delivery receipt where it contains the date when the document is received in the Collection POS, name and signature of both, Dealer/Provider’s Representative handing over the financing document and HC personnel in Collection POS receiving.
- 1.8 **“Customer”** means any individual who approaches the Dealer/Provider and expresses his/her intention to purchase the Goods and/or Services from the Dealer/Provider on the financing facility provided by Home Credit or a person who is defined as the **Debtor** in the Consumer Financing Agreement, as applicable;
- 1.9 **“Dealer/Provider”** means the corporation, its agents, representatives, directors, and employees, undertaking the business/profession of selling goods and/or providing services.
- 1.10 **“Dealer/Provider’s Premises”** means the place(s) where the Dealer/Provider’s business is carried on, including its branches as approved by Home Credit and from where Home Credit has agreed to provide the financing facility to the Customer for the purchase of the Goods and/or Services. The branches are as further described in one of the schedules to the Application for Cooperation;
- 1.11 **“Dealer/Provider’s Representatives”** or **“Representatives of the Dealer/Provider”** means the employees, agents, officers or any other representatives of the Dealer/Provider designated by the Dealer/Provider in Schedule 1 of the Application for Cooperation and deployed in the Dealer/Provider’s Premises, and on whom the Dealer/Provider exercises control and authority;
- 1.12 **“Delivery Advice”** means the written confirmation from Home Credit to the Dealer/Provider instructing delivery of the Goods and/or Services to the Customer and acknowledged by the Customer;
- 1.13 **“Downpayment”** shall mean a part of the Total Price of the Goods and/or Services which shall be paid by the Customer to Dealer/Provider together with other Total Cash Payment;
- 1.14 **“Financing Documents”** means the documentary requirements of Home Credit from the Customer and a set of documents executed, upon approval of the financing facility by Home Credit, by and between Home Credit and the Customer, which are the Consumer Financing Agreement; the Security Agreement for Goods covered by secured financing; the General Terms and Conditions; the Payment Schedule; Disclosure Statement; the Applicant Consent Form; the automatic debit agreement among the Customer, his/her bank, and Home Credit; and any other documents related to financing by Home Credit of the Customer’s loan;
- 1.15 **“Goods”** means items, such as but not limited to appliances, computers, cellular phones and accessories, gadgets, tools, parts, supplies, electronic devices, solar panels and accessories, medical devices, optical devices, motorcycles and motorcycle accessories, e-bikes, automotive parts, hardware, furniture, construction materials, etc., available for sale at the Dealer/Provider’s Premises for which Home Credit has agreed to provide the financing facility;

- 1.16 **"Home Credit's Product" or "Product of Home Credit"** means financing services to finance the Customer's purchase of Goods and/or Services from the Dealer/Provider, and such other finance products as may be bundled with the financing services;
- 1.17 **"Home Credit's Technology"** means and includes the software programs, code, systems, processes, procedures, data, concepts, proofs of concepts, ideas, designs, scripts, graphics, art work, information and databases and all other materials of any kind conceived by, produced by, purchased by, licensed to, or assigned to Home Credit, alone or with others, resulting from or relating to Home Credit's business including its Customers, and the customization, improvements and inventions made thereon including, without limitation, all copyrightable or patentable materials, all trade secret materials and all other proprietary materials;
- 1.18 **"Identification Documents"** shall refer to all documents presented by the Customer to the Dealer/Provider's Representatives, for use in processing POS Transactions;
- 1.19 **"Investigating Officer"** means the competent person(s) appointed by Home Credit, at its sole discretion, to investigate any corporate/ business frauds committed in the finance sector;
- 1.20 **"Marketplace"** means Home Credit's online market place, accessible at www.shoppingmall.ph;
- 1.21 **"Marketing Fee"** means the fees paid by Home Credit to Dealer/Provider to support the use of Home Credit's Product;
- 1.22 **"Point of Sale" or "POS"** means the Dealer/Provider's Premises where the Financing Documents are signed by the Customer and the Downpayment is paid in exchange for the Goods and/or Services given to the Customer, and a retail transaction is completed;
- 1.23 **"POS Transaction"** shall refer to the entire procedure of processing Home Credit's Product at the Dealer/Provider's Premises, whether or not it results to the grant or denial of Home Credit's Product to the Customers;
- 1.24 **"Processing Fees" or "Administrative Fees"** means the fees charged, by Home Credit, to the Customer for providing the financing facility. Such fee/s shall be part of the Total Cash Payment as herein defined;
- 1.25 **"Services"** means any of the following:
- a. services for the holding of events, including but not limited to the provision of venues, catering, planning, and other services for birthday celebrations, baptisms, weddings, etc.;
 - b. medical, dental, and/or cosmetic services;
 - c. services for home improvement;
 - d. provision of training and/or education, including but not limited to those provided by vocational schools, driving schools, etc.;

- e. automotive services, including but not limited to repair and maintenance services;
- f. Travel and tours;
- g. Gym membership subscription; and
- h. Any other activity or services as may be agreed upon by the parties.

1.26 **“Suspected Activity”** means any act committed by a person:

- 1.26.1 that raises suspicion that such an act intends to commit fraud, forgery, cheating, criminal breach of trust or any other offense against any other person;
- 1.26.2 that raises suspicion that such an act intends to violate any of the applicable laws and regulations or any of the terms and conditions of this Agreement; or
- 1.26.3 that raises suspicion that it intends to adversely affect the interest of Home Credit.

1.27 **“Undertaking”** shall refer to the undertaking to be provided by Dealer/Provider to Home Credit in relation to or in furtherance of the sale of Home Credit Products to the Customers at the Dealer/Provider’s Premises;

1.28 **“Total Cash Payment”** means the total money deposited by the Customer with the Dealer/Provider on or before the purchase of the Goods and/or Services on financing provided by Home Credit and may include one or more of the following:

- 1.28.1 Downpayment;
- 1.28.2 Processing Fees; and
- 1.28.3 Any other charges.

1.29 **“Total Price of the Goods and/or Services”** means the full and final price of the Goods and/or Services charged by the Dealer/Provider to the Customer for the sale of the Goods and/or Services and corresponds to the price of the Invoice and official receipt.

2. UNDERSTANDING BETWEEN THE PARTIES. The Parties have executed this Agreement with the understanding as follows:

- 2.1 Home Credit will provide, at its discretion, financing to the Customer for the Customer’s purchase of Goods and/or Services from the Dealer/Provider and the Dealer/Provider commits to assist Home Credit in processing Home Credit’s Products.
- 2.2 For the purpose stated in the clause above, each Party intends to promote its business by sharing the equipment, technology, experience and other facilities provided or agreed to be provided by a Party to the opposite Party under the terms and conditions of this Agreement to the extent that such promotion is in line with the business activities of the Parties.

- 2.3 The relationship between the Parties is purely a business relationship based upon principal-to-principal arrangements and shall, unless expressly provided otherwise, never be construed as partnership, or joint venture, or employer-employee, principal-agent arrangement between the parties for any purpose whatsoever. The employees of each Party, including their representatives and Representatives of the Dealer/Provider shall remain to be the employees or representatives of the respective Party, and shall at all times, remain within the exclusive control and authority of the respective Party, all throughout this Agreement.
- 2.4 Home Credit neither guarantees any minimum sale or business to the Dealer/Provider nor undertakes to provide any kind of particular undertaking or facility for consideration to the Dealer/Provider and the Dealer/Provider shall be solely responsible for all its own business and undertakes to bear all losses or profits arising out of its own business.
- 2.5 Unless directed and/or consented by Home Credit or agreed under this Agreement, the Dealer/Provider shall not represent to the Customer in any manner whatsoever that the Dealer/Provider its Representatives are an agent of Home Credit or that the Dealer/Provider has the authority to approve the financing on the Goods and/or Services. Furthermore, the Dealer/Provider shall not promise or guarantee any approval of financing to the Customer
- 2.6 The Total Price of the Goods and/or Services shall be always based on the lowest price that the Customer may get from the Dealer/Provider without any additional mark-ups such as charges for credit card or deferred purchases. The amount of the Total Price of the Goods and/or Services without any mark-ups shall also be the basis for the Balance Amount of the Goods and/or Services. In no instance shall the Dealer/Provider adjust its pricing based on whether or not the Customer wants to avail Home Credit's Products.
- 3. REPRESENTATIONS BY THE PARTIES** – The Dealer/Provider and Home Credit hereby represent and warrant to each other that:
- 3.1 The Parties are legally competent and its signatories hereunder are fully empowered to execute this Agreement and to perform its obligations arising under this Agreement;
- 3.2 The Parties have obtained all the necessary license, registrations, approvals and permissions (the "Required Permits") from the Competent Authorities under the relevant laws required to carry on its business and are compliant with all the applicable law, rules and regulations covering such Party;
- 3.3 The Dealer/Provider has the right to carry on its retail business in the Dealer/Provider's Premises and the Dealer/Provider has full and exclusive control over its business with absolute power to make all decisions in respect of such business; and
- 3.4 There is no dispute existing with any third party or any suit, action, litigation or claim is in process or pending against or relating to each Party's business, the Goods and/or Services or Dealer/Provider's Premises before any Competent Authority which would materially and adversely affect each Party's business.
- 4. Responsibilities of HOME CREDIT –**
- 4.1 For Non-ALDI Mode:**

- a. Home Credit shall assign its Representatives to Dealer/Provider's Premises, in order to offer financing to Dealer/Provider's Customers for the purchase of the Goods and/or Services as sold by the Dealer/Provider. It is expressly stipulated that the Representative of Home Credit may be simultaneously assigned to more POS.
- b. Home Credit's Representatives shall ensure the execution of the Consumer Financing Agreement and such other documents and contracts as may be necessary, incidental or in relation to Home Credit's Services.
- c. Home Credit shall through its Representatives, at its sole discretion and based upon the documents provided by the Customer to the Home Credit Representatives verify the Customer and inform the decision on the application for the financing facility, however, Home Credit is not obliged to announce the reason for the rejection of the application of the Customer.

4.2 For ALDI Mode:

- a. Home Credit shall allow the Dealer/Provider and its Representatives limited use of Home Credit's Technology to the extent necessary for the accomplishment of the purpose of this Agreement and ensure the installation of certain Home Credit Technology as per Home Credit requirements.
- b. Home Credit shall coordinate with the Dealer/Provider for the training of Dealer/Provider Representatives on the use of Home Credit's Technology.
- c. Home Credit shall provide the Dealer/Provider any of the equipment listed in Home Credit's List of Equipment per Branch in Schedule 1 hereof, which will be used for processing POS Transactions.
- d. Home Credit shall pay to the Dealer/Provider the Balance Amount of the Goods and/or Services within one (1) working day after the signing of the Application Form. The terms and conditions of payment are provided in Schedule 2 hereof.
- e. Home Credit shall implement the Retailer Incentive Scheme in accordance with Schedule 4 hereof (for ALDI Mode).
- f. Home Credit shall, in the exercise of its reasonable discretion, have the option to request a change in the Dealer/Provider's Representatives assigned to process the POS Transaction, provided that such request is made by Home Credit in writing and the Dealer/Provider shall immediately prevent said Dealer/Provider's Representative from performing any POS Transactions.

5. Responsibilities of the DEALER/PROVIDER - Unless expressly specified otherwise, the following shall apply to the Dealer/Provider in both Non-ALDI Mode and ALDI Mode.

5.1 For Non-ALDI Mode:

- a. The Dealer/Provider shall allow Home Credit's Representatives to enter the Dealer/Provider's Premises and to use the specified portion of Dealer/Provider's Premises and such equipment, furniture and other facilities as agreed between Home Credit and the Dealer/Provider during the effectivity of this Agreement. The Dealer/Provider shall not charge Home Credit any fee for the use of a portion of the Dealer/Provider's Premises and of any such equipment, furniture and facilities. The

Dealer/Provider shall likewise allow Home Credit to place posters or other Home Credit materials within its Premises, free of charge.

- b. The service fees connected with activities of Home Credit and its representatives in the Dealer/Provider's Premises (such as electricity, water, air-conditioning, collection of waste, security, cleaning, etc.) shall be borne by the Dealer/Provider.
- c. Unless Home Credit shall opt to provide its own internet connection, the Dealer/Provider shall provide Home Credit with internet connection at Dealer/Provider's Premises to be used by Home Credit's Representative(s) to process the Consumer Financing Agreement and such other transactions necessary, incidental or related to the services offered by Home Credit. The expenses therefor shall be borne by the Dealer/Provider.
- d. The Dealer/Provider shall not interfere in the business operations and related Services of Home Credit or in the performance of the work of Home Credit's Representatives. The Dealer/Provider shall allow Home Credit's Representatives to actively approach potential clients to offer Home Credit's Services.

5.2 For ALDI Mode:

- a. The Dealer/Provider shall provide, free of charge, an area within each of the Dealer/Provider's Premises where the POS shall be located.
- b. The Dealer/Provider shall select the Dealer/Provider's Representatives who shall undergo training on how to process POS Transactions on each POS. The Dealer/Provider shall send to Home Credit the names and other details of the Dealer/Provider's Representatives prior to training for verification.
- c. The Dealer/Provider shall process POS Transactions for Home Credit's Product. The Dealer/Provider shall designate the Dealer/Provider's Representatives who will process the POS Transaction. The designated Dealer/Provider Representatives must have successfully undergone training to process POS Transactions.
- d. In accordance with Home Credit procedures and processes adequately explained to the Dealer/Provider's Representatives during training programs, the Dealer/Provider shall: (i) take utmost care in collecting the Identification Documents of the Customer as required by Home Credit; (ii) verify the authenticity of the Identification Documents submitted by the Customer; and (iii) conduct the Customer due diligence procedure of Home Credit, which Home Credit represents and warrants to be in compliance with the requirements of the Anti-Money Laundering Act, as amended.
- e. It shall be the responsibility of the Dealer/Provider to collect from the Customer the Total Cash Payment.
- f. The Dealer/Provider shall be solely responsible for discharging all the obligations of an employer, as applicable, under the provisions of labor laws with respect to the Dealer/Provider's Representative, if applicable.
- g. The Dealer/Provider shall ensure that the Dealer/Provider's Representatives have sufficient equipment for processing POS Transactions (e.g., paper, pen, etc.).

- h. The Dealer/Provider shall provide the updated list of SKUs, prices, and images (whenever necessary) if there is a new inventory, promotional, or item limitation to be updated in Marketplace.
- i. The Dealer/Provider shall support POS Transactions in terms of providing quality assurance and control mechanism in order to provide best Customer experience.
- j. The Dealer/Provider shall ensure that the Dealer/Provider Representatives follow the etiquettes of hospitality, comply with the guidelines from Home Credit covering the POS Transaction process, provide complete assistance and cooperation to the Customers, and ensure that the eligibility requirements are checked and met by the Customer.
- k. Upon request of Home Credit, the Dealer/Provider shall promptly replace a Dealer/Provider Representative assigned to process POS Transactions.
- l. The Dealer/Provider shall send all information acquired in relation to the POS Transactions through Home Credit's Technology for evaluation of Home Credit. The Dealer/Provider shall inform the Customer whether the application for financing is approved or denied.
- m. The Dealer/Provider shall be accountable for the equipment provided by Home Credit under Home Credit's List of Equipment Per Branch. Every defective/missing/lost equipment due to Dealer's/Provider's negligence shall be charged to the Dealer/Provider. The Dealer/Provider shall settle the amount to Home Credit's bank account within three (3) working days. If the Dealer/Provider fails to settle the amount within the 3-day period, Home Credit may deduct the amount from Dealer's/Provider's account receivables on the next settlement date.
- n. The Dealer/Provider shall immediately notify Home Credit of any and all the Dealer/Provider's Representative suspension, resignation, and/or separation from employment within 24 hours from knowledge, so that Home Credit may deactivate the Dealer/Provider's Representative's account within a reasonable time. The Dealer/Provider shall hold Home Credit free and harmless, and shall indemnify Home Credit, from any damage/s or liability resulting from failure to perform its obligations under this section.
- o. The Dealer/Provider shall ensure that Dealer/Provider's Representatives shall comply with all the duties, obligations, and other undertakings which they are trained or otherwise instructed to perform. The Dealer/Provider and its Representatives shall comply with all the rules, regulations and procedures of Home Credit properly disseminated and explained during training (such as but not limited to ensuring that each Consumer Loan Agreement is signed and the Total Cash Payment is paid by the Customer to the Dealer/Provider prior to the release of the Goods and/or provision of Services to the Customer). In case the Dealer/Provider or any of its Representatives fails to comply with this clause, the provisions of Clause 10 (*Indemnity*) shall apply.
- p. All changes and amendments to Home Credit's rules, regulations, and procedures disseminated during training shall be communicated by Home Credit to the Dealer/Provider and the Dealer/Provider's Representatives via email from time-to-time. The Dealer/Provider shall immediately thereafter communicate the said changes and amendments to all of its Representatives.

5.3 For Non-ALDI Mode and ALDI Mode:

- a. The Dealer/Provider shall duly authorize, and hereby represents that it has duly authorized, the Dealer/Provider's Representatives to perform the following on behalf of the Dealer/Provider:
 - (i) To perform administrative role on behalf of the Dealer/Provider in completing the registration process of the Dealer/Provider in Home Credit's Partner Central;
 - (ii) To share or distribute the Partner Code of the Dealer/Provider for the Partner Central user registration;
 - (iii) To approve and reject users' registration during verification of the requestor's identity and permission to access Partner Central;
 - (iv) To maintain and ensure that a user's store assignment is updated;
 - (v) To maintain a user's position, if modifications are necessary, as this will give control to the user's access to Partner Central;
 - (vi) To promptly deactivate a user if access to Partner Central is not required for the user's current role or job responsibilities, and/or in the event that a user is no longer connected with the Dealer/Provider.
- b. Unless directed and/or consented to by Home Credit or agreed under this Agreement, the Dealer/Provider shall not represent to the Customer in any manner whatsoever that the Dealer/Provider/ its Representative is an agent of Home Credit or that the Dealer/Provider has the authority to approve the financing on the Goods and/or Services. Further, the Dealer/Provider shall not promise or guarantee any approval of Financing Amount to the Customer without the prior consent or instruction of Home Credit.
- c. The Dealer/Provider shall use its best efforts in assisting Home Credit to promote Home Credit's Services provided at the Dealer/Provider's Premises, by displaying and/or providing information on the use Home Credit's Services of Home Credit by Customers. Dealer/Provider shall allow Home Credit to place any of its marketing materials at the Dealer/Provider's Premises, preferably at such places noticeable to Customers.
- d. The Dealer/Provider shall not hold any of its own marketing or promotional campaigns or actions, or use its own promotional materials, in presenting and promoting the Services of Home Credit without the prior written approval of Home Credit. In this regard, the Dealer/Provider shall not use the logo, trademark and/or the name of Home Credit for any purpose whatsoever, other than for the purpose of this Agreement, and to the extent as approved by Home Credit in writing.
- e. The Dealer/Provider shall inform Home Credit, in writing, about any reconstitution, any change of control, any change of management, or any change in legal status, name, address, bank account and/ or nature of the business of the Dealer/Provider ("Change") at least fifteen (15) days before the effective date of such Change if initiated by the Dealer/Provider itself, or within seven (7) days of the change if such Change is effected pursuant to a change in Law or by the order of any Competent Authority and the Dealer/Provider could not inform Home Credit sooner. Failure to comply with this clause shall be a ground for termination of this Agreement.

- f. The Dealer/Provider, upon counterchecking the Delivery Advice from Home Credit via Partner Central, is obliged to deliver the Goods and/or Services to the Customer as soon as possible and upon the conditions based on the Dealer/Provider and the Customer's agreement if applicable. The Dealer/Provider shall collect the down payment as indicated in the delivery advice. The Dealer/Provider shall also be responsible for verifying that the Goods and/or Services delivered are the same as that indicated in the Delivery Advice. Violation by the Dealer/Provider of the agreement with the Customer on the delivery the Goods and/or Services shall give Home Credit the right to withhold payment of the Balance Amount of the Goods and/or Services or offset such amount from any amount that the Dealer/Provider is entitled to receive from Home Credit.
- g. The Dealer/Provider shall authorize one of the Dealer/Provider's Representatives to receive the Total Cash Payment and countercheck the details of the POS Transaction against the Delivery Advice via Partner Central.
- h. The Total Cash Payment shall be received by the Dealer/Provider through its authorized Dealer/Provider's Representatives, after the Customer signs the Consumer Financing Agreement and acknowledges that the Goods are received in good condition and/ or the Services are performed according to commercially/professionally acceptable quality standards.
- i. The Dealer/Provider shall provide complete assistance to Home Credit in connection with any action arising from any default of the Customer.
- j. The Dealer/Provider warrants the following regarding relation to the Goods and/or Services: That –
 - (i) they are brand new products (except if being sold as a refurbished product, in which case the applicable warranty of the refurbished product shall apply), existing and available at the Dealer/Provider's Premises to be supplied to the Customer upon payment of the Total Price of the Goods and/or Services;
 - (ii) the Total Price of the Goods and/or Services represents a fair market price for the Goods and/or Services and does not include any registration fees, compulsory insurance premiums or any other fees relating to the purchase of those Goods and/or Services;
 - (iii) the Goods and/or Services are of merchantable/commercial/professional quality, sufficient for the purpose for which they should be used, except as to defects drawn to the attention of the Customer and defects which the Customer ought to be aware having examined the Goods and/or Services prior to the time the Goods and/or Services are sold/delivered to the Customer; and
 - (iv) the Dealer/Provider has not made any representation or warranty or given any statement about the Goods and/or Services which is untrue or is misleading or deceptive in any way.
 - (v) All Services to be provided hereunder will be performed in a diligent, professional, and workmanlike manner in good faith and exhibiting applicable proper diligence required by Law.
- k. The Dealer/Provider shall immediately inform Home Credit whenever the Customer, who has purchased the Goods and/or Services on financing/finance from Home Credit,

approaches the Dealer/Provider for replacement/ repair/ exchange of the Goods and/or Services, otherwise, the Dealer/Provider shall be liable for any loss which Home Credit may incur due to Dealer/Provider's failure to notify Home Credit as required by this provision.

- l. The Dealer/Provider shall not charge any mark-up or hidden cost from the Customers buying the Goods and/or Services on financing provided by Home Credit.
- m. The Dealer/Provider shall be solely responsible for all the grievances of the Customer relating to any defect, delivery, or functioning of the Goods and/or unsatisfactory performance of Services. In case the Dealer/Provider shall refund the Total Price of the Goods to the Customer which Goods were purchased through Home Credit's financing, the Dealer/Provider shall immediately (not later than the next business day) inform Home Credit in writing. Otherwise, the Dealer/Provider shall be responsible for any losses that Home Credit may incur or suffer therefrom.
- n. The Dealer/Provider shall exert best efforts to immediately inform Home Credit if the Dealer/Provider or the Dealer/Provider's Representatives acquire information which may have a negative impact on the decision of Home Credit to provide financing to the Customer, including informing Home Credit on any doubts the Dealer/Provider may have on the payment abilities of the Customer or his/her legal capacity. Provided, however, that Dealer/Provider shall not at any time be liable or responsible for any Customer default. Neither shall this provision be understood to impose upon Dealer/Provider the obligation to participate in the credit evaluation process.
- o. The Dealer/Provider shall not perform acts which would constitute a Suspected Activity as stated under Clause 8.1 and as defined under Clause 1.25 of this Agreement and shall ensure that the same is not performed by the Dealer/Provider's Representatives.
- p. Where any relevant information and/ or document is required by Home Credit either for the purpose of providing financing to the Customer or for the settlement of accounts under the terms of this Agreement, the Dealer/Provider undertakes to immediately provide true, complete and updated information/ documents as required by Home Credit. Home Credit reserves the right to suspend the payment of the Balance Amount on the Goods and/or Services until Home Credit receives complete, correct and proper documents to be furnished by the Dealer/Provider.
- q. The Dealer/Provider shall not deliver the Goods and/or Services to the Customer once Home Credit gives its instruction not to deliver because of default by the Customer or cancellation of the Consumer Financing Agreement. The Dealer/Provider hereby acknowledges and agrees that Home Credit shall have in such cases the right to cancel the payment of the Balance Amount on the Goods and/or Services payable by Home Credit or request its return should the Balance Amount on the Goods and/or Services was already provided to the Dealer/Provider.
- r. The Dealer/Provider shall inform all its Representatives about all obligations and instructions that the Dealer/Provider is obliged to comply with pursuant to this Agreement, and the Dealer/Provider shall ensure that its Representative shall comply with all such applicable obligations and instructions.
- s. The Dealer/Provider shall timely and promptly inform Home Credit of any requirement, document, license or authority that may be required by any other person other than a Competent Authority, which may include but not limited to the lessor of the

Dealer/Provider and Building Administrator, i.e., permits for bringing in equipment/ to the POS. The Dealer/Provider shall assist Home Credit, as the circumstances may require, in the procurement of the foregoing, as well as in other similar requirements that may come into the knowledge of Home Credit, or in any additional requirement that Home Credit may be compelled to obtain thereafter.

- t. Whenever applicable, the Dealer/Provider acknowledges that:
- (i) The Dealer/Provider is accountable for the equipment (as applicable), such as but not limited to laptop / tablet, marketing materials, booth/pedestal, etc.;
 - (ii) Home Credit entrusted to the Dealer/Provider the use and safekeeping of the equipment, and the Dealer/Provider has no right to alienate the items by any mode of transfer whatsoever;
 - (iii) At all times, the Dealer/Provider shall exercise due diligence over the security, safety and proper maintenance of the equipment;
 - (iv) The custody of the replacement equipment for damaged/lost equipment under the Dealer/Provider's accountability shall be transferred to Home Credit where the asset/s shall be kept and managed henceforth;
 - (v) The equipment shall be made available at any time for inspection by the Internal and/or External Auditors of Home Credit;
 - (vi) The Dealer/Provider shall be liable for the loss or damage of any of the equipment if the loss or damage is due to the Dealer/Provider's or the Dealer/Provider's Representative's fault or negligence;
 - (vii) It is the Dealer/Provider's responsibility to face any investigation, charge and liability, conducted by the Home Credit or otherwise, arising from the loss or damage of any or all of the equipment.
- u. Should there be any refund due to a Customer who availed of Goods and/or Services with the Dealer/Provider under the financing services of Home Credit, the Dealer/Provider shall direct the payment for such refund to Home Credit and not to the Customer. Such refund payment shall be automatically deducted from the amount due to the Dealer/Provider (i.e., via offsetting), if any. Otherwise, the Dealer/Provider shall pay the refund amount to Home Credit within five (5) business days from the Customer's notice resulting in such refund. The Dealer/Provider agrees and warrants that:
- (i) The Dealer/Provider shall not impose any form of penalty, fee, or forfeiture on Home Credit in case of cancellation by the Customer of the sale of the Goods and/or Services; and in case of such cancellation, the full amount of the Balance Amount of the Goods and/or Services shall be automatically deducted from any amount due to the Dealer/Provider or refunded to Home Credit within five (5) business days from notice of the cancellation; and
 - (ii) The Dealer/Provider assumes responsibility in disclosing to and orienting the Customer, prior to the consummation of the transaction, through a clear statement in writing setting forth the following: (i) that any refund due to the cancellation or non-availment of Goods and/or Services shall result in the refund of payment directly to Home Credit and not to the Customer; and (ii) that

in such instances, the Customer must contact Home Credit for a re-computation/restructuring of his/her loan considering the refund received by Home Credit from the Dealer/Provider.

- v. The Dealer/Provider shall maintain its invoice books, inventory registers and other accounts and records in respect of all financing facilities provided by Home Credit to the relevant Customers for the purchase of the Goods and/or Services, which shall constitute the proof of sales and shall make them accessible to Home Credit at its request anytime.
- w. The Dealer/Provider shall hold Home Credit and/or all of its directors, officers, employees and representatives, free and harmless from any liability to third parties/customers arising from the quality or use of the Goods and Services sold or delivered, and, shall at its own expense, defend Home Credit and/or all of its directors, its officers, employees and representatives from any action or proceedings before any court or quasi-judicial or administrative body arising from or as a result of such liability to third parties.
- x. The Dealer/Provider shall further indemnify Home Credit and/or all of its directors, officers, employees and representatives, for whatever injuries or damages suffered by its employees, representatives and third parties, including damages to property incurred during and/or in the course of the performance of the Dealer/Provider's obligations under this Agreement or by reason of the failure, negligence, delay or misconduct on the part of Dealer/Provider and/or its personnel, representatives and/or sub-contractors in the performance of its obligations hereunder.
- y. The Dealer/Provider shall comply with the Retail Trade Liberalization Act, as amended, the Anti-Dummy Law, and other related laws and regulations. Any violation of the aforementioned laws and regulations by the Dealer/Provider shall give rise to an obligation of the Dealer/Provider to pay damages to Home Credit arising from such violation.

5.4 Contract Management (for ALDI Mode)

- a. Except for such Financing Documents which Home Credit has specifically identified to be executed exclusively in digital form, the Dealer/Provider shall ensure that all Financing Documents (executed manually) shall be delivered to Home Credit's back-office address (as shall be indicated in writing by Home Credit ("Home Credit's Back Office")) within fourteen (14) calendar days from signing of the Consumer Financing Agreement. Failure of the Dealer/Provider to deliver the Financing Documents within the specified period shall entitle Home Credit to cancel the Consumer Financing Agreement and deduct the total Balance Amount of the Goods and/or Services pertaining to the undelivered Consumer Financing Agreements. If the Balance Amount has already been paid, Home Credit shall have the right to deduct the amount paid from succeeding payments to the Dealer/Provider.
- b. The Dealer/Provider may send such Financing Documents (executed manually) through their own courier or deliver the Financing Documents to Home Credit's nearest Collection POS. Regardless of the delivery method used by the Dealer/Provider, all such Consumer Financing Documents must be delivered to Home Credit's Back Office within fourteen (14) calendar days from the date the Consumer Financing Agreement is signed.

- c. Prior to the cancellation of a Consumer Financing Agreement, Home Credit shall send an email to the Dealer/Provider to request for the Financing Documents at email address provided in Clause 15. If Home Credit will not receive the Consumer Financing Agreement or any proof of its delivery after three (3) working days from the date the email was sent, Home Credit can proceed to cancel the Consumer Financing Agreement.
- d. The Dealer/Provider shall ensure that all the Consumer Financing Documents to be transmitted are complete in form and substance without errors specified in Schedule 3 hereof.
- e. All costs associated with the delivery of the Financing Documents to Home Credit's Back Office or to the Collection POS shall be for the account of the Dealer/Provider.
- f. Once Financing Documents have been delivered to a Collection POS, the Dealer/Provider's Representative shall get a signed delivery receipt in form of the Contract Package Sheet, from Home Credit personnel assigned in the Collection POS. The delivery receipt would serve as proof that the documents listed in the Contract Package Sheet have been delivered as sealed in the Collection POS, on the date signed.
- g. The Dealer/Provider shall consolidate all Financing Documents from its Customers and shall exercise reasonable care to safe keep the same for transmittal to Home Credit. The Dealer/Provider shall ensure that the Financing Documents are kept in a secure and dry place. The Dealer/Provider shall prevent any unauthorized access to the Financing Documents and shall ensure that all documents are tamper free. The Dealer/Provider shall not be liable for any loss or damage to the Financing Documents if such loss or damage is caused by force majeure or if such is not caused by the fault or negligence of its employees or agents.
- h. Home Credit shall check and review the Financing Documents to check the completeness (in form and substance) of the documents submitted by the Dealer/Provider. Any deficiency and/or mistake in the Financing Documents shall be conveyed to the Dealer/Provider, who shall coordinate with the Customer for compliance.
- i. The Dealer/Provider's option to deliver the Financing Documents to Home Credit's nearest Collection POS for Home Credit's courier to pick-up, shall only be available for contracts which were signed on the day itself or at the maximum five (5) calendar days prior the actual delivery date in Collection POS. Meaning should the Dealer/Provider chose to keep the contract on their side for a longer period, they would need to send it themselves to Home Credit's Back Office.

5.5 Marketplace (for Non-ALDI Mode and ALDI Mode)

- a. The Dealer/Provider agrees that by being onboarded and by entering this Agreement, Home Credit may, at its sole discretion, onboard the Dealer/Provider on its Marketplace feature. The Dealer/Provider agrees that no further consent is needed, and Home Credit may initiate the onboarding process to Marketplace if, based on its discretion, the Dealer/Provider is qualified for the same.
- b. If the Dealer/Provider has already provided the required and necessary documentation during onboarding (such as but not limited to the SKUs, photos, inventory agreement, and all other documents that are deemed necessary by Home

Credit), then the Dealer/Provider may be prioritized by Home Credit in being onboarded on the Marketplace.

- c. If the Dealer/Provider has not yet provided the documents mentioned in the preceding paragraph, the Dealer/Provider is given at least thirty (30) days from notice to provide the same to Home Credit.
- d. Some of the benefits of the Dealer/Provider being part of Home Credit's Marketplace include, but are not limited to, the following (note that these may be modified by Home Credit from time to time and at its sole discretion): (1) Logo and SKUs feature in Home Credit App, website, articles (app, web, and external/socials); (2) Dealer/Provider profile on Home Credit app (including POSes).

5.6 Digital Marketing Materials (for Non-ALDI Mode and ALDI Mode)

The Dealer/Provider may share promotional materials made by Home Credit through its own channels (socials, website, etc.) if the promotional materials are relevant to them (e.g., they feature the Dealer/Provider's brand/store and/or products or services). The Dealer/Provider shall ensure that only high-resolution copies of the promotional materials are so shared, and that the accompanying content and caption are approved by Home Credit prior to being posted. For this purpose, Home Credit may provide the Dealer/Provider a specialized link specific upon request.

5.7 Facilities (for Non-ALDI Mode and ALDI Mode)

The Dealer/Provider shall ensure stable and reliable internet connection at the Dealer/Provider's Premises to ensure the processing of the Consumer Financing Agreement and such other transactions necessary, incidental or related to the performance of Dealer/Provider's obligations as provided herein.

5.8 Pending or Threatened Action (for Non-ALDI Mode and ALDI Mode)

The Dealer/Provider shall inform Home Credit of any pending or threatened action or proceeding filed against it, which could have material adverse effect on its business, within five (5) days from notice of such action or proceeding.

6. HOME CREDIT'S TECHNOLOGY – Where Home Credit's Technology is used in the Dealer/Provider's Premises, the Dealer/Provider undertakes and confirms that:

- 6.1 Home Credit shall be in charge of installing and implementing Home Credit's Technology at the Dealer/Provider's Premises and providing reasonable technical assistance to the Dealer/Provider in respect of the implementation of this Agreement.
- 6.2 The Dealer/Provider shall cooperate with Home Credit in providing utmost safety and taking reasonable precautions to protect Home Credit's Technology from unauthorized access, thefts, misuse, database corruption/ deletion and other possible threats and dangers that may occur or be caused to Home Credit's Technology in the Dealer/Provider's Premises.
- 6.3 Home Credit's Technology shall remain the property of Home Credit and the Dealer/Provider shall have no right of any nature whatsoever on Home Credit's Technology.

- 6.4 For ALDI Mode, Home Credit reserves the right to deactivate the Dealer/Provider's Representatives' credentials, at its sole discretion for any reason whatsoever, without incurring any liability and at the Dealer/Provider's expense.

7. ACTION PRODUCT PROJECT

- 7.1 Home Credit may initiate and implement, and allow the Dealer/Provider to join, Action Product Projects ("Project") to attract more customers and widen the Parties' respective markets.
- 7.2 Under the Project, Home Credit shall design and implement an incentive lending product accepted by Dealer/Provider with a specified monthly interest rate and origination fee based on the amount financed by Home Credit and applied to customers who purchase the Goods and/or Services by instalment at the Dealer/Provider's participating shops, for a loan term and stated amount of downpayment.
- 7.3 If allowed to join, the Dealer/Provider agrees to support Home Credit sales of the Product by payment of the subsidy specified for each Product financed by Home Credit during the period of the Project.
- 7.4 The complete parameters of the Project shall be agreed upon by Home Credit and the Dealer/Provider in an action product agreement.
- 7.5 Without prejudice to the specific agreement of the Parties in an action product agreement, the Dealer/Provider shall support the Project by:
- 7.5.1 Cascading the promo to all of its stores, at least 3 days before the launch of each Program.
 - 7.5.2 Displaying in-store marketing materials for the Program in the Dealer/Provider's premises
 - 7.5.3 If promotional shirts are available and required by Home Credit, allowing the Home Credit Sales Agents in its stores to wear the promotional shirt during the entire promo
 - 7.5.4 Ensuring all participating stores have sufficient stocks of the Products to support the Program.
 - 7.5.5 Strict implementation of the agreed Price for the Products sold under the Program
- 7.6 Both the Dealer/Provider and Home Credit shall also publicize the Project in their website and social media accounts at least once a week.
- 7.7 If permits or other government approvals are necessary for a Project and the same are not obtained or not yet issued, the Project may be cancelled, terminated, or suspended at any time before the issuance of the permits and approvals. Any cancellation may be made and sent to the e-mail address provided by the parties in the Application for Cooperation. The Dealer/Provider may not cancel or terminate the Project subsequent to the issuance of complete permits and approvals.
- 8. OFFENSE DETECTION AND PREVENTION MEASURES** - Each Party undertakes to provide complete support and assistance to the other Party in detecting, investigating, and preventing any offense that may be committed, or has been committed, by any person against Home Credit and/ or the Dealer/Provider.
- 8.1 The following acts shall be considered as Suspected Activity and the Dealer/Provider and its Representatives are restricted from these acts:

- 8.1.1 The Dealer/Provider and the Dealer/Provider's Representatives accepts or agrees to accept any commission, gift, share of profit or any other favor, whether in cash or in kind, from the Customer or any person in consideration of the financing provided by Home Credit;
 - 8.1.2 The Dealer/Provider and the Dealer/Provider's Representatives colludes with the Customer for the purpose of inducing the approval of Home Credit on the Customer's application or in any manner, inducing Home Credit to provide the financing to the Customers, in a manner against the credit/lending policies of Home Credit;
 - 8.1.3 The Dealer/Provider sells the same Goods and/or Services to two or more Customers;
 - 8.1.4 The Dealer/Provider is found to be infringing trademark or counterfeit laws or any activity against the law in process;
 - 8.1.5 Any other acts which would constitute as Suspected Activity as defined under Clause 1.26.
- 8.2 Where Home Credit suspects involvement of the Dealer/Provider and/or its representatives in the Suspected Activity:
- 8.2.1 Home Credit may investigate the matter by appointing an Investigating Officer and entrusting him with necessary powers;
 - 8.2.2 To the extent provided by law, the Investigating Officer may enter the Dealer/Provider's Premises and investigate the records of the Dealer/Provider relating to transactions of the Customers of Home Credit and require any information or clarification from the Dealer/Provider or its Representatives;
 - 8.2.3 Home Credit shall have the right to require and/ or ask for help of any government or outside agency in investigating frauds;
 - 8.2.4 Home Credit may suspend all or any of its activities at the Dealer/Provider's Premises, including but not limited to, granting financing to Customers, payment of Balance Amount on the Goods and/or Services, any Marketing Fee, or any payables to the Dealer/Provider, until the matter under investigation is resolved to the satisfaction of Home Credit. for the avoidance of doubt, the Parties agrees that all payments due to the Dealer/Provider shall be suspended until the matter under investigation is resolved.
- 8.3 The Dealer/Provider, upon request by Home Credit or the Investigating Officer, shall provide all information, documents and other materials to Home Credit or to the Investigating Officer pertaining to any Suspected Activity relating to transactions of the Customers of Home Credit without undue delay;
- 8.4 Where the Investigating Officer proves that the Dealer/Provider and/ or its representatives are involved in any offense committed against Home Credit, Home Credit shall have the right to take all or any of the following actions against the Dealer/Provider notwithstanding anything contained in this Agreement:

- 8.4.1 To cancel the payment of the Balance Amount on the Goods and/or Services, any Marketing Fee, and/or any other amount that becomes payable by Home Credit to the Dealer/Provider;
- 8.4.2 As may be applicable, to demand the refund of any Total Cash Payment which may have been deposited with the Dealer/Provider or to set off such Total Cash Payment with any monies payable by Home Credit to the Dealer/Provider as per the terms of this Agreement. In addition to the above, Home Credit also reserves the specific right to set off, in the event of - (a) requirement of the Dealer/Provider, to refund the Total Cash Payment, (b) the Goods and/or Services to be delivered to the Customer has not been delivered, (c) the Consumer Financing Agreement entered into between Home Credit and the Customer stands cancelled;
- 8.4.3 To claim and recover the entire amount of loss, damages, legal costs and expenses incurred by Home Credit because of such offense or involvement of the Dealer/Provider and/ or its Representatives in such offense;
- 8.4.4 To terminate this Agreement with the Dealer/Provider forthwith without any prior notice as an exception to Clause 9 of this Agreement; and
- 8.4.5 To take legal action against the Dealer/Provider, including criminal proceedings, as provided under Revised Penal Code and other applicable laws and regulations.

9. TERMINATION OF THE AGREEMENT

- 9.1 This Agreement shall be valid as of the date of Home Credit's approval of the signed the Application for Cooperation and shall continue to be valid until it is terminated by either Party. Either Party may terminate this Agreement by issuing a notice to the opposite Party of its intention to terminate this Agreement. Such notice must be given in writing and at least five (5) days prior to the date of effecting the termination.
- 9.2 Home Credit may terminate this Agreement immediately by written notice to the Dealer/Provider if any of the following events arises:
 - 9.2.1 Where any of the representation made or information provided by the Dealer/Provider turns out to be false, wrong or misleading;
 - 9.2.2 Where the Dealer/Provider commits a breach of any of its obligations referred to in this Agreement;
 - 9.2.3 Where the Dealer/Provider becomes insolvent or bankrupt or otherwise incapable of performing its obligations under this Agreement for any reason whatsoever;
 - 9.2.4 Where the Dealer/Provider ceases to carry on the retail business at the Dealer/Provider's Premises or has changed the nature of the business;
 - 9.2.5 Where the Dealer/Provider and/or its Representatives commits any fraud against Home Credit or is a party to any fraudulent act committed against Home Credit;

- 9.2.6 Where the Dealer/Provider does, or omits to do, an act which results in incompleteness or delay or failure in the execution of any of the provisions under this Agreement.
- 9.2.7 Breach or violation of the provisions of this Agreement or any of its Annexes.
- 9.3 In addition to the termination of this Agreement, Home Credit shall also be entitled to forfeit any Marketing Fee or any other amount payable to the Dealer/Provider if the event of default contemplated under Clauses 9.2.5. or 9.2.7. above arises.
- 9.4 Home Credit may, at its sole discretion and considering the nature of circumstances, provide an opportunity to the Dealer/Provider to correct the defects mentioned in Clause 9.2 above within such period as Home Credit considers appropriate provided that the Dealer/Provider shall be liable for any claims that may have been imputed to both Parties because of any of the acts under Clause 9.2 above.
- 9.5 Where Home Credit fails to comply with any of its obligations for the reasons other than any delay, negligence, mistake or willful act on part of the Dealer/Provider or its Representatives, the Dealer/Provider shall first give Home Credit an opportunity to rectify such failure within a period not less than 30 (thirty) days from the date of delivery of written notice by the Dealer/Provider to Home Credit informing such failure. If Home Credit fails to rectify such failure within the specified period, the Dealer/Provider shall have the right to terminate the Agreement by giving written notice to Home Credit.
- 9.6 Where the Parties have mutually agreed to terminate this Agreement, no Party shall be entitled to claim any compensation from the other Party where any loss is caused or damages are suffered by the Party due to the termination of this Agreement, except as provided under Clause 10 of this Agreement.
- 9.7 In case of termination of this Agreement for any reason, Home Credit shall pay the Balance Amount on the Goods and/or Services only for those POS Transactions with Financing Documents received by Home Credit on the last day of the term of this Agreement. Home Credit will pay such Balance Amount on the Goods and/or Services within the ten (10) working days as stated in Clause 4.4 above.
- 9.8. Clauses 10 (Indemnity), 12 (Confidentiality), 15 (Service of Notice), 18 (Law) and 19 (Dispute resolution) of this Agreement shall survive the termination of the Agreement.

10. INDEMNITY

- 10.1 To the extent permitted by law, the Dealer/Provider agrees to indemnify and reimburse Home Credit on demand in respect to all losses, claims, costs, demands, liabilities or expenses (including its legal costs and expenses) suffered or incurred by Home Credit as a result of:
- 10.1.1. a breach made by the Dealer/Provider of its obligations under this Agreement, violation agreed procedures by Dealer/Provider, including a breach of any representation or warranty made by Dealer/Provider;
 - 10.1.2. failure of the Dealer/Provider to deliver the Goods and/or Services to the Customer;

- 10.1.3. any fraudulent conduct on the part of the Dealer/Provider or Dealer/Provider's Representative; and/or
 - 10.1.4. any action or mistake of the Dealer/Provider or Dealer/Provider's Representative.
 - 10.1.5 Dealer/Provider's obligations under this clause shall survive the termination or expiry of this Agreement.
- 10.2 To the extent permitted by law, Home Credit agrees to indemnify and reimburse Dealer/Provider on demand in respect to all losses, claims, costs, demands, liabilities or expenses (including its legal costs and expenses) suffered or incurred by the Dealer/Provider as a result of:
- 10.2.1 a breach of this Agreement by Home Credit, including a breach of any representation or warranty made by Home Credit;
 - 10.2.2 breach of its agreement with Customer;
 - 10.2.3 any fraudulent conduct on the part of Home Credit; and/or
 - 10.2.4 any action or mistake of Home Credit or its employees and agents.
 - 10.2.5 Home Credit's obligations under this clause shall survive the termination or expiry of this Agreement.
- 10.3 Home Credit's aggregate liability under this Agreement shall in no event exceed the Balance Amount due and payable to the Dealer/Provider for the Goods and/or Services after all adjustments as Home Credit may consider appropriate, pursuant to this Agreement up to the date of termination of this Agreement. Likewise, the Dealer/Provider's aggregate liability under this Agreement shall in no event exceed the Balance Amount due and payable to the Dealer/Provider for the Goods and/or Services after all adjustments as the Dealer/Provider may consider appropriate, pursuant to this Agreement up to the date of termination of this Agreement.

11. RIGHT OF SETOFF

Either Party shall have the right to set off any amount which is due to the other Party for any obligation arising from this Agreement.

12. CONFIDENTIALITY

12.1 Home Credit and the Dealer/Provider must use their best efforts to protect and treat the following information as confidential and shall not share it with any third party:

- 12.1.1 any trade secrets, knowledge, data or other information of a party relating to Goods, services, research and development activities, inventions, discoveries, processes, software, titles, concepts, know how, designs, formulas, algorithms, test data, technologies, customer lists, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to the business or research

of the other Party, or which such Party knows or has reason to know is considered confidential;

12.1.2 the provisions of this Agreement and all information provided to the Party by the other Party under this Agreement, including without limitation, technical, operational, marketing, billing, pricing, and commercial information; and

12.1.3 The documents and information collected from all Customers for the purpose of providing financing to such Customers.

12.2 The Parties shall keep this Agreement and all information relating to this Agreement confidential at all times and may not disclose or discuss this Agreement or any information relating to this Agreement with any third party without the prior written consent of the other Party, unless such Party is required to disclose such information by any relevant authority or by law.

12.3 The obligations under this Clause shall survive the termination or expiry of this Agreement.

12.4 The Parties shall ensure that their employees, agents and representatives comply with the provisions of this Clause.

13. SUCCESSORS AND ASSIGNS - The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by, Home Credit's successors and assignees. The rights and obligations of the Dealer/Provider under this Agreement may only be assigned with the prior written consent of Home Credit, which may be withheld in its sole discretion. Nothing contained herein shall prevent the use by or the assignment or transfer of this Agreement by Home Credit to any of its divisions, its parent body, its subsidiary or associate and the Dealer/Provider shall be bound to the transferee/assignee in like manner and on like terms as it is bound to Home Credit under this Agreement.

14. ENTIRE AGREEMENT - This Agreement including its schedules constitute the entire and only agreement of the Parties and effectively supersedes and cancels all their previous, contemporaneous, and existing agreements. No amendment or modification of any of the provisions hereof shall be binding upon the Parties unless made in writing and signed by their duly authorized representatives.

15. SERVICE OF NOTICE - Any communication to be made under or in connection with this Agreement or any notice or demand hereunder shall be delivered by either Party through any of its authorized representatives and may be made by leaving the same or sending it through email, the registered mail, or by courier, or by hand addressed to the other Party at the address specified below or the address last known to the other Party; and a notice or demand so given or made shall be deemed to be given or made on the day it was sent, or so left if notice was sent through email or by hand.

All notices shall be addressed to the following:

If to HOME CREDIT:
 Name: Puneet Suneja
 Designation: Chief Sales Officer
 Address: 15th Floor Ore Central 9th Avenue Corner 31st Street, Bonifacio Global City, Taguig City 1634

If to the DEALER/PROVIDER, the contact details indicated in the Application for Cooperation.

- 16. SEVERABILITY** - If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part by law or any regulation, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision, and all other provisions of this Agreement shall continue to remain in full force and effect.
- 17. TAX.** Any and all taxes to be paid in relation to the purchase of the Goods and/or Services shall be borne by the Dealer/Provider. The Parties shall pay their respective tax obligations, if any, arising from the execution of this Agreement. Any and all taxes arising from the execution and performance of the Financing Documents/the extension of credit to the Customer shall be for the exclusive account of Home Credit.
- 18. GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to any conflicts of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement shall be in Taguig City or Quezon City, Metro Manila. The Parties hereby consent and submit to the exclusive jurisdiction and venue of those courts.

SCHEDULE 1

HOME CREDIT'S LIST OF EQUIPMENT PER BRANCH

Items	Description
1. Marketing Materials	
2. Fingerprint Scanner	
3. UV Lamp	
4. Web Camera	
5. Laptop	
6. Tablet	

Home Credit and the Dealer/Provider may, with mutual consent, add any other equipment or change the specification or quantity of any equipment in the future.

DEALER/PROVIDER'S ACCOUNTABILITY

The Dealer/Provider, through the undersigned authorized representative, acknowledge and undertake that:

1. The Dealer/Provider is accountable for the items herein listed.
2. Home Credit entrusted to the Dealer/Provider the use and safekeeping of the units, and the Dealer/Provider has no right to alienate the items by any mode of transfer whatsoever;
3. At all times, the Dealer/Provider shall exercise due diligence over the security, safety and proper maintenance of the subject items;
4. The custody of the replacement unit for damage/lost unit/s under the Dealer/Provider's accountability shall be transferred to Home Credit where the asset/s shall be kept and managed henceforth;
5. The units shall be made available anytime for inspection by the Internal and/or External Auditors of Home Credit;
6. The Dealer/Provider understands that it will pay for the items and the amounts represented therein in case of loss or damage due to the Dealer/Provider's or the Dealer/Provider's Representative's fault or negligence.
7. The Dealer/Provider understands that it is its responsibility to face any investigation, charge and liability, conducted by the Home Credit or otherwise, arising from the loss or damage of any or all of the listed items.

SCHEDULE 2

TERMS AND CONDITIONS ON THE PAYMENT OF BALANCE AMOUNT ON THE GOODS AND/OR SERVICES

Home Credit shall settle the Balance Amount on the Goods and/or Services (as defined in the Clause 1.3 of the Dealership Cooperation Agreement) to Dealer/Provider in one of the following ways:

- **Intra-bank online transfer** through selected financial institutions
- **Manager's cheques** (cashier's cheques) issued by Bank of the Philippine Islands (BPI)

1. **Intra-bank online transfer** is our preferred mode of payment. It is the fastest, the most secure and the most convenient way of receiving the Balance Amount on the Goods and/or Services. We are currently able to offer the online transfer services to account holders of the following banks:

- BDO
- Metro Bank
- BPI
- Robinson's Bank

2. **Manager's cheques** are offered for pick-up through Bank of the Philippine Islands (BPI) at the Releasing Center. The cheques are available to anyone regardless of your own banking institution.

Payment notification and reconciliation

Once the payment is generated and processed in accordance with the provisions of the Dealership Cooperation Agreement, the Dealer/Provider will get notified either through an SMS or email. Both methods will include a complete breakdown of each particular payment – contract numbers, amounts, and the grand total. Email version will include two attachments, one in the PDF format and the second in MS Excel format.

For New Partners opting to have payments through intra-bank online transfer, HCPH Finance will have to enroll the assigned Bank account before HCPH may proceed with payment to Partner. Please allow an average of 5 to 10 banking days, from receipt of notice for the payment (depending on the bank's process for enrollment) to reflect on the Dealer/Provider's account. For succeeding payments, the amount will be reflected in the account of the Partner on the next business day from receipt of notice for payment. For New Partners opting to have payments through non-core banks (aside from 4 banks mentioned above), payment will be credited every weekday. For manager's cheques, allow the Releasing Centers at least 48 hours from receipt of notice to prepare the cheque/s.

The monthly reconciliation will also be available in the above-mentioned formats. The complete last month breakdown will be sent by the 10th day of the following month.

The sample reconciliation file:

Contract No. Order ID	No. Bank Payment Date	Bank account	Payment	Bank Account Amount	Holder	Selling Date	Goods and/or Services Price	Paid by Client Shop Id	Shop Name
3300320 27699787	10100009 99787	97988036	18.09.2013	PT Global Teleshop Tbk	16.09.201 3	1,924.0	2,699.0	775.0 280024	Global Teleshop Gandaria City
3300320 58499787	10100009 99787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	2,935.0	4,050.0	1,115.0 280006	Global Teleshop Sunter Mall

3300321 62999787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	16.09.201 3	3,199.0	4,399.0	1,200.0	280006	Global Teleshop Sunter Mall
3300316 69099787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	3,499.0	4,799.0	1,300.0	280012	Global Teleshop Mall Taman Anggrek
3300295 38399787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	04.09.201 3	3,049.0	4,499.0	1,450.0	280056	Global Teleshop Cibubur Junction -Lt Dsr
3300320 88199787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	3,249.0	4,499.0	1,250.0	280062	Global Teleshop Summarecon Mall Bekasi
3300321 37699787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	3,249.0	4,499.0	1,250.0	280053	Global Teleshop Androidland SMR Bekasi
3300319 62799787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	3,649.0	4,999.0	1,350.0	280017	Global Teleshop Plaza pondok Gede
3300318 93499787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	1,849.0	2,599.0	750.0	280062	Global Teleshop Summarecon Mall Bekasi
3300320 37599787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	2,450.0	3,400.0	950.0	280041	Global Teleshop Lotte Mart Fatmawati
3300317 40599787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	14.09.201 3	4,799.0	6,999.0	2,200.0	150007	GLOBAL SHOP CITRALAND
3300318 70399787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	16.09.201 3	2,934.0	4,049.0	1,115.0	150007	GLOBAL SHOP CITRALAND
3300320 23299787	10100009 97988036	18.09.2013	PT Global Teleshop Tbk	15.09.201 3	5,150.0	7,500.0	2,350.0	280057	Global Teleshop Plaza Jambu Dua
Total					41,935.0	58,990.0	17,055.0		

**SCHEDULE 3
INDEX OR ERRORS**

Document	Mistake Code/Description	Level
Loan Agreement	CFA: Missing Document	critical
Loan Agreement	CFA: Different client name/surname	critical
Loan Agreement	ID: Missing Copy	critical
Loan Agreement	CFA: Different address	non-critical
Loan Agreement	CFA: Different ID Number	critical
Loan Agreement	CFA: Wrong date of birth	critical
Loan Agreement	CFA: Missing client's signature	critical
Loan Agreement	CFA: Missing SA signature	for evidence
Payment Schedule	Payment Schedule: Missing document Payment Schedule: Missing client's signature	non-critical
General Terms and Conditions	GTC: Missing Document GTC: Missing Signature	non-critical
Applicant Consent Form (CISA + NTC)	CONSENT: Missing document CONSENT: Missing client's signature	critical
Delivery Advice	Delivery advice: Missing document Delivery advice: Missing client's signature Delivery advice: Missing Dealer/Provider's signature	critical
Delivery Advice	Delivery address: Missing document	for evidence
Copy of Primary documents	ID: Missing copy	critical
Copy of Primary documents	ID: Expired	critical
Copy of Primary documents Application form	ID: Unclear/missing photo	for evidence

Copy of PRIMARY documents	ID: Missing signature	for evidence
Copy of GENERIC/ PRIMARY documents	ID: Issuance Date Other document: Issuance Date	critical
Copy of Generic documents	Other document: Missing document	critical
Copy of GENERIC/ PRIMARY documents	ID: Not matching requirement (for Primary ID) Other document: Not matching requirements (for Generic ID)	non-critical
Reverse Copy of PRIMARY ID	ID: No reverse copy	non-critical
Photocopies of PRIMARY/ GENERIC IDS	ID: Missing OSV on copy of document (for Primary ID) Other document: Missing OSV on copy of document (for Generic ID)	for evidence
Acknowledgement Receipt (Insurance)	INSURANCE: Missing Document INSURANCE: Missing Signature	non-critical
HOSEL input	IMEI_MISSING IMEI_UNKNOWN IMEI_DUPLICATE SN_MISSING SN_UNKNOWN SN_DUPLICATE	critical
List of SKUs	Inclusion of Image, Product Name, and Display Price; also indicating promo price is necessary	for evidence
ADA Enrollment Form	ADA: Missing Bank's Copy ADA: Missing Home Credit's Copy ADA: Missing Signature	for evidence

**SCHEDULE 4
RETAILER INCENTIVE SCHEME (FOR ALDI MODE)**

Home Credit shall implement the following Retailer Incentive Scheme for ALDI Mode:

A. RETAILER INCENTIVE:

Home Credit shall pay the Dealer/Provider at the following rate on a monthly basis, on or before the last day of the following month. If the last day falls on a weekend or on a Holiday, payment will be made the next business day. The amount of the Retailer Incentive so payable shall be inclusive of all taxes, service tax and other fees and charges, if any, applicable.

	Total signed sales volume by RA per POS		
Tiering (Sales Volume in Php)	<100k	100k – 200k	>200k
Percentage of Retailer Incentive	0%	1%	2%

*Risk and Early Repayment Deductions of observable contracts apply on the next payout of the effectivity month
 **Contract Quality Deductions:

- Non-Critical Mistakes: 12.5% of Incentive Received for that Contract
- Critical Mistake process Resolved (<30 days): 25% of Incentive Received for that Contract
- Critical Mistake Unresolved: 50% of Incentive Received for that Contract

*** Zero incentive:

- Early Repayment within 14 days after contract signature
- Risk Malus / FSTPD30

****Tiering. Percentage of Retailer Incentive are subject to change as may be communicated by Home Credit

B. RETAILER ASSOCIATE QUANTITY BONUS:

Type	Quantity Bonus (Amounts below are Subject to Change as May be Communicated by Home Credit)
Signed Contract without Insurance / ADA	P150 Per Signed Contract
ADA	+ P25
Life Insurance	+ P25
Commodity Insurance	+ P25

- The Quantity Bonus shall be paid directly to the Retailer Associate.
- If the customer in any one contract defaults, Home Credit shall deduct from the total Quantity Bonus an amount that is double the bonus amount for that contract. The deduction shall apply once for each contract if the default occurs either on the first payment due date, on the second payment due date, or on the third payment due date.
- The Retailer Associate shall not be entitled to any Quantity Bonus (zero bonus) for the applicable month if at least 10% of the contracts covered for that month are unpaid/defaulted for that month, and such 10% are at least two contracts.
- If the amount of the Quantity Bonus that is subject to adjustment above has been paid to the Retailer Associate, Home Credit shall make the adjustment in the next or succeeding months.
- Home Credit shall withhold 2% withholding tax from the total Quantity Bonus.

The Retailer Incentive Scheme in this Schedule 4 shall be subject to review by Home Credit and may change from time to time. Any amendments hereto shall be effective within ten (10) days from the date when notice was sent by Home Credit.

- NOTHING FOLLOWS -