

DEALERSHIP COOPERATION AGREEMENT

PREAMBLE

Home Credit is interested in financing the purchase of Goods to Customers and Dealer is in the retailer business of selling Goods to Customers.

The Consumer Financing Agreements will be concluded by the Home Credit's Representatives in the Dealer's Premises and the Dealer will assist Home Credit to promote the availability of provision of consumer financing provided by Home Credit.

In consideration of the mutual consent and commitment made herein, Home Credit and the Dealer hereby agree as follows:

1. **DEFINITIONS** - In this Agreement, except where the context otherwise requires, the following words and expressions mean the following:
 - 1.1. The term "**Agreement**" means this Dealer Cooperation Agreement entered into by and between the Parties and shall include any recitals, sections, schedules, annexures or exhibits that may be annexed to this Agreement and any amendment or addendum made to this Agreement from time to time;
 - 1.2. The term "**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. The term "**Balance Amount on the Goods**" means the amount arrived at after deducting the Total Cash Payment from the Total Price of the Goods;
 - 1.4. The term "**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. The term "**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;
 - 1.6. The term "**Customer**" means any individual who approaches the Dealer and expresses his/her intention to purchase the Goods on the financing facility provided by Home Credit or a person who is defined as the **Debtor** in the Consumer Financing Agreement, as applicable;
 - 1.7. The term "**Dealer's Premises**" means the place(s) where the Dealer'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. Branches are as further described in Schedule B of this Agreement;
 - 1.8. The term "**Dealer's Representatives**" or "**Representatives of the Dealer**" means the employees, agents, officers or any other representatives of the Dealer deployed in the Dealer's Premises on whom Dealer exercises control and authority;
 - 1.9. The term "**Delivery Advice**" means the electronic confirmation from Home Credit to deliver the Goods to the Customer, which may be accessed by the Dealer through electronic mail or through the Retailer portal in the Home Credit website;
 - 1.10. The term "**Downpayment**" shall mean a part of the Total Price of the Goods which shall be paid by the Customer to Dealer together with other Total Cash Payment;
 - 1.11. The term "**Financing Amount**" means the amount of financing facility which Home Credit has provided to the Customer for the purchase of the Goods from the Dealer;
 - 1.12. The term "**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 General Terms and Conditions; the Payment Schedule; Disclosure Statement; and the Applicant Consent Form;

- 1.13. The term "**Goods**" means items, such as but not limited to appliances, computers, cellular phones, gadgets, etc. available for sale at the Dealer's Premises for which Home Credit has agreed to provide the financing facility;
- 1.14. The term "**Home Credit's Representatives**" or "**Representatives of Home Credit**" means the employees, agents, officers or any other representatives of Home Credit on whom Home Credit exercises control and authority;
- 1.15. The term "**Home Credit's Services**" or "**Services of Home Credit**" means the financing the Customer's purchase of Goods from the Dealer. It shall include, but not limited to, the approaching the Customers; offering of financing and such other services that are incidental to financing of purchase of Goods; procurement of the documents, identification cards, fingerprint, and photograph of the Customers; explaining the terms and conditions of the financing; and the signing and execution of the necessary documents and agreements;
- 1.16. The term "**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;
- 1.17. The term "**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;
- 1.18. The term "**Point of Sale**" or "**POS**" means the Dealer's Premises where the Financing Documents are signed by the Customer and the Downpayment is paid in exchange for the Goods given to the Customer, and a retail transaction is completed;
- 1.19. The term "**Processing Fees**" or "**Administrative Fees**" means the fees charged, by Home Credit, to the Customer for providing the financing services. Such fee/s shall be part of the Total Cash Payment as herein defined;
- 1.20. The term "**Suspected Activity**" means any act committed by a person:
- 1.20.1. that raises suspicion that such an act intends to commit fraud, forgery, cheating, criminal breach of trust or any other offence against any other person;
 - 1.20.2. 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
 - 1.20.3. that raises suspicion that it intends to adversely affect the interest of Home Credit.
- 1.21. The term "**Planet POS**" shall refer to the POS, which will be the point of origin of the Home Credit's Representatives in processing loan applications from the Dealer or other Satellite POS;
- 1.22. The term "**Satellite POS**" shall refer to the Point of Sale which will not be at all times, attended to by a Home Credit's Representative. Processing of application shall be done at the nearest Planet POS;
- 1.23. The term "**Total Cash Payment**" means the total money deposited by the Customer with the Dealer on or before the purchase of the Goods on financing provided by Home Credit and may include one or more of the following:
- 1.23.1. Downpayment;
 - 1.23.2. Processing Fees; and
 - 1.23.3. Any other charges.
- 1.24. The term "**Total Price of the Goods**" means the full and final price of the Goods charged by the Dealer to the Customer for the sale of the Goods and corresponds to the price of the Invoice and official receipt.
2. **UNDERSTANDING BETWEEN THE PARTIES**, The Parties to this Agreement have executed this Agreement with the understanding as follows:
- 2.1. Each Party intends to promote its own 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.

- 2.2. In addition to the main business of financing the purchase of Goods by the Customers, Home Credit can also offer, promote and sell products that are necessary, incidental or in relation to the financing of the purchase of Goods and that are not being offered by the Dealer.
 - 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.
 - 2.4. Home Credit neither guarantees any minimum sale or business to the Dealer nor undertakes to provide any kind of particular service or facility for consideration to the Dealer and the Dealer 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. The Total Price of the Goods shall be always based on an amount which is charged by the Dealer to his customer who pays in cash the price of the identical Goods and not on an amount charged with mark-ups in such cases like credit card or deferred purchases. Such amount without any mark-ups shall also be the basis for the Balance Amount of the Goods.
 - 2.6. Should the Dealer be appointed as a Planet POS, the Dealer recognizes, acknowledges and accepts that processing of loan application by Home Credit within the Dealer's Premises, both in favour of the Dealer's Customer or otherwise, shall possibly increase the number of people within the Dealers Premises.
3. **REPRESENTATIONS BY THE PARTIES** – The Dealer and Home Credit hereby represents and warrants 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 has the right to carry on its retail business in the Dealer's Premises and the Dealer has full and exclusive control over its business with absolute power to make all decisions in respect of such business;
 - 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 or Dealer's Premises before any Competent Authority which would materially and adversely affect each Party's business.
4. **OBLIGATIONS OF HOME CREDIT** – Home Credit shall have the following obligations under this Agreement:
- 4.1. Home Credit shall assign its Representatives to Dealer's Premises, in order to offer financing to Dealer's Customers for the purchase of the Goods as sold by the Dealer. It is expressly stipulated that the Representative of Home Credit may be simultaneously assigned to more POS.
 - 4.2. 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.
 - 4.3. 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.
 - 4.4. The Balance Amount on the Goods shall be paid by Home Credit to the Dealer the next day after the Customer signs the Consumer Financing Agreement. However, but in exceptional situations, such as but not limited to non-working holidays, fire, war, civil disturbance, earthquakes, floods typhoons, or any other calamity or technical issues brought about by banks, Home Credit shall pay to the Dealer at the latest, within 5 (five) business days from the date the Customer signs the Consumer Financing Agreement. A penalty of 0.1%, for every

day of delay, of the Balance Amount of Goods shall be paid to the Dealer should Home Credit fail to pay the Dealer after the said 5 (five) business days. The Balance Amount on the Goods is considered paid at the moment when Home Credit sends the Balance Amount through the payment instructions selected by the Dealer and agreed upon with Home Credit. In the event that Home Credit, for any reason pays the Dealer in excess of the Balance Amount on Goods due to the Dealer, Home Credit shall have the right to immediately deduct the amount paid in excess from following payment(s) to the Dealer. Settlement guidelines are provided in Schedule 1 – Balance Amount Settlement Guidelines.

- 4.5. Home Credit shall immediately inform the Dealer not to deliver the Goods to the Customer, when a Consumer Financing Agreement of Home Credit with such Customer is cancelled before the delivery of the Goods.
 - 4.6. Home Credit may, in its sole discretion, appoint a POS to be either the Planet POS or the Satellite POS at any time of the existence of this Agreement.
5. **OBLIGATIONS OF THE DEALER** – The Dealer shall have the following obligations under this Agreement:
- 5.1. The Dealer shall allow Home Credit's Representatives to enter the Dealer's Premises and to use the specified portion of Dealer's Premises and such equipment, furniture and other facilities as agreed between Home Credit and the Dealer during the tenure of this Agreement. The Dealer shall not charge Home Credit any fee for the use of a portion of the Dealer's Premises and of any such equipment, furniture and facilities. The Dealer shall likewise allow Home Credit to place posters or other Home Credit materials within its Premises, free of charge.
 - 5.2. Should the Dealer or Home Credit wish to appoint branches as part of Dealer's Premises, the Dealer and Home Credit shall approve the branches based on a Letter of Appointment containing the information regarding the branches using Schedule 3 downloadable form.
 - 5.3. Unless directed and/or consented by Home Credit or agreed under this Agreement, the Dealer shall not represent to the Customer in any manner whatsoever that the Dealer/ Dealer's Representative is an agent of Home Credit or that the Dealer has the authority to approve the financing on the Goods. Furthermore, the Dealer shall not promise or guarantee any approval of Financing Amount to the Customer without the prior consent or instruction of Home Credit.
 - 5.4. The Dealer shall use its best efforts in assisting Home Credit to promote Home Credit's Services provided by Home Credit at the Dealer's Premises, by provision of information about the possibilities to use the Services of Home Credit to the Customers. Dealer shall allow Home Credit to place any of its marketing materials at the Dealer's Premises, preferably at such places noticeable to Customers.
 - 5.5. The Dealer 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 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.
 - 5.6. The service fees connected with activities of Home Credit and its representatives in the Dealer's Premises (electrical energy, water, heat, air conditioning, collection of waste, cleaning, etc.) are to be borne by the Dealer.
 - 5.7. The Dealer shall provide Home Credit with internet connection at Dealer'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.
 - 5.8. The Dealer shall inform Home Credit, in writing, about any reconstitution, change of control and/or management, legal status, name, address, bank account and/ or nature of the business of the Dealer at least 15 (fifteen) days before the change is effective in the event that such change is effected on the willful action of the Dealer, or within 7 (seven) days of the change where such change is effected pursuant to change in Law or by the order of any Competent Authority and the Dealer could not inform Home Credit sooner.

- 5.9. The Dealer shall not interfere in the business operations and related Services of Home Credit or working of Home Credit's Representatives and shall allow Home Credit's Representatives to actively approach potential clients to offer Home Credit's Services.
- 5.10. The Dealer shall provide complete assistance to Home Credit in connection with any action against the defaults committed by any Customer.
- 5.11. The Dealer 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, which shall constitute the proof of sales and shall make them accessible to Home Credit at its request anytime.
- 5.12. The Dealer warrants the following with regards to the Goods: That –
 - 5.12.1. they are brand new products existing and being available at the Dealer's Premises to be supplied to the Customer upon payment of the Total Price of the Goods;
 - 5.12.2. the Total Price of the Goods represents a fair market price for the Goods and does not include any registration fees, compulsory insurance premiums or any other fees relating to the purchase of those Goods;
 - 5.12.3. the Total Cash Payment shall be received by the Dealer after the Customer signs the Consumer Financing Agreement and the Dealer will immediately confirm receiving the Total Cash Payment by issuing a sales invoice in favour of the Customer;
 - 5.12.4. the Goods are of merchantable 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 prior to the time the Goods are sold to the Customer; and
 - 5.12.5. the Dealer has not made any representation or warranty or given any statement about the Goods which is untrue or is misleading or deceptive in any way.
- 5.13. The Dealer, upon receipt of the delivery advice from Home Credit, is obliged to deliver the Goods to the Customer as soon as possible and upon the conditions based on the Dealer and the Customer's agreement if applicable. Dealer shall collect the down payment as indicated in the delivery advice. Dealer shall also be responsible for verifying that the Goods delivered is the same as that indicated in the delivery advice.
- 5.14. The Dealer shall immediately inform Home Credit when the Customer, who has purchased the Goods on financing/finance from Home Credit, approached the Dealer for replacement/ repair/ exchange of the Goods, otherwise, the Dealer shall be liable for any loss which Home Credit may incur due to Dealer's failure to notify Home Credit as required by this provision.
- 5.15. The Dealer shall not charge any mark-up or hidden cost from the Customers buying the Goods on financing provided by Home Credit.
- 5.16. The Dealer shall be solely responsible for all the grievances of the Customer relating to any defect, delivery or functioning of the Goods. In case the Dealer shall refund the Total Price of the Goods to the Customer which Goods were purchased through Home Credit's financing, the Dealer shall immediately (not later than the next business day) inform Home Credit in writing. Otherwise, the Dealer will be responsible for any losses that Home Credit suffers from the said Customer.
- 5.17. The Dealer shall immediately inform Home Credit if the Dealer or the Dealer's Representative acquires information which may have a negative impact on decision of Home Credit to provide financing to the Customer, including informing Home Credit on any doubts the Dealer will have with respect to the payment abilities of the Customer or his/her legal capacity.
- 5.18. The Dealer or its Representative shall not perform acts which would constitute a Suspected Activity as stated under Clause 8.1 and as defined under Clause 1.20 of this Agreement.
- 5.19. Where any 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 in terms of this Agreement, the Dealer 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 until Home Credit receives complete, correct and proper documents to be furnished by the Dealer.
- 5.20. The Dealer shall not deliver the Goods to the Customer once Home Credit gives its instruction not to deliver. The Dealer 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 payable by

Home Credit or request its return should the Balance Amount on the Goods was already provided to the Dealer.

- 5.21. The Dealer is obliged to inform all its Representatives which it engages while carrying out its business activities in accordance with this Agreement about all obligations and instructions, which the Dealer is obliged to follow and the Dealer shall ensure that the applicable obligations are abided by its Representatives.
- 5.22. The Dealer is obliged to inform Home Credit of any requirement, document, license or authority that may be required by any other person, other than the Competent Authority, which may include, but not limited to the lessor of the Dealer and Building Administrator i.e. permits for bringing in equipment/ to the POS. The Dealer is equally obliged to assist Home Credit, as the circumstances may require, in the procurement of the foregoing, for such other similar requirements that may have come into the knowledge of Home Credit, or for any additional requirement that Home Credit may be compelled to obtain thereafter.
- 5.23. Whenever applicable, the Dealer in a Planet POS acknowledges that:
 - 5.23.1. The Dealer is accountable for the equipment such as but not limited to Laptop, POS Stand, Marketing Materials, Finger Print Scanner, UV Lamp, Printer, booth/pedestal, etc..
 - 5.23.2. Home Credit entrusted to the Dealer the use and safekeeping of the equipment, and the Dealer has no right to alienate the items by any mode of transfer whatsoever;
 - 5.23.3. At all times, the Dealer shall exercise due diligence over the security, safety and proper maintenance of the subject items;
 - 5.23.4. The custody of the replacement equipment for damage/lost equipment under the Dealer's accountability shall be transferred to Home Credit where the asset/s shall be kept and managed henceforth;
 - 5.23.5. The equipment shall be made available anytime for inspection by the Internal and/or External Auditors of Home Credit;
 - 5.23.6. The Dealer understands that it will pay for the items and the amounts represented therein in case of loss or damage due to the Dealer's or the Dealer's Representative's fault or negligence.
 - 5.23.7. The Dealer 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 equipment.

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

- 6.1. Home Credit shall be in charge of installing and implementing Home Credit's Technology at the Dealer's Premises and providing reasonable technical assistance to the Dealer in respect of the implementation of Home Credit's business.
- 6.2. The Dealer shall cooperate with Home Credit in providing utmost safety and taking reasonable precautions to protect Home Credit's Technology from unauthorised 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's Premises;
- 6.3. Home Credit's Technology shall remain the property of Home Credit and the Dealer shall have no right of any nature whatsoever on Home Credit's Technology.

7. ACTION PRODUCT PROJECT

- 7.1. The parties may implement 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 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 by instalment at the Dealer's participating shops, for a loan term and stated amount of downpayment.

- 7.3. The Dealer agrees to support Home Credit sales of the Product by payment of the supporting amount specified (the "**Supporting Amount**") for each Product financed by Home Credit during the period of the Project.
 - 7.4. The complete parameters of the Project shall be the terms which will be agreed upon by Home Credit and the Dealer through downloadable form Schedule 2 - Notice of Action Product Project Implementation ("Notice"). The Parameters as agreed upon in the Notice shall be communicated by Home Credit to the Dealer through e-mail.
 - 7.5. Confirmation shall be made by the Dealer by sending back the scanned copy of the Notice with the signature of the other party's authorized representative.
 - 7.6. The Notice shall be effective after receipt is acknowledged by the other party to whom it is addressed and sent to the addresses specified. It shall be presumed that any notice sent through the e-mail addresses specified, furnished by either party to the other shall be deemed notice effectively sent to, and received by the receiving party. Any notice sent or received from e-mail addresses other than the addresses provided in the preceding shall not be binding.
 - 7.7. The Dealer shall support the Project by:
 - 7.7.1. Cascading the promo to all of its stores, at least 3 days before the launch of each Program.
 - 7.7.2. Displaying in-store marketing materials for the Program in the Dealer's premises
 - 7.7.3. If promotional shirts are available, allowing the Home Credit Sales Agents in its stores to wear the promotional shirt during the entire promo
 - 7.7.4. Ensuring all participating stores have sufficient stocks of the Products to support the Program.
 - 7.7.5. Strict implementation of the agreed Price for the Products sold under the Program
 - 7.8. Both the Dealer and Home Credit shall also publicize the Project in their website and social media accounts at least once a week.
 - 7.9. The Project may be cancelled or terminated at any time before the issuance of the permits and documents necessary for the implementation of the program. Any cancellation or termination subsequent to the issuance of permits shall not be allowed. Any cancellation may be made and sent to the e-mail address provided herein
8. **OFFENCE DETECTION AND PREVENTION MEASURES** - Each Party undertakes to provide complete support and assistance to the other Party in detecting, investigating and preventing any offence that may be committed, or has been committed, by any person against Home Credit and/or the Dealer.
- 8.1. The following acts shall be considered as Suspected Activity and the Dealer and its Representatives are restricted from these acts:
 - 8.1.1. The Dealer and the Dealer's Representatives accepts or agrees to accept any commission, gift, share of profit or any other favour, 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 and the Dealer's Representatives colludes with Home Credit and Home Credit's Representative, or agrees to offer, or pay, or agrees to pay any money, share, commission, gift, share of profit etc. to Home Credit and/or Home Credit's Representative, or threatens Home Credit and/or Home Credit's Representative for the purpose of providing the financing to the Customers, in a manner against the credit/lending policies of Home Credit;
 - 8.1.3. The Dealer sells the same Goods to two or more Customers.
 - 8.1.4. The Dealer 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 1.20.
 - 8.2. Where Home Credit suspects involvement of the Dealer's representatives in the Suspected Activity:
 - 8.2.1. Home Credit shall inform the Dealer and the Parties may jointly investigate the matter by appointing an Investigating Officer/s and entrusting them with necessary powers, provided

that if the Dealer refuses to join the investigation, Home Credit may still conduct an independent investigation.

- 8.2.2. The Investigating Officer/s may investigate the records of Home Credit and the Dealer relating to transactions of the Customers of Home Credit;
- 8.2.3. The parties may require and/or ask for help from any government or outside agency in investigating frauds;
- 8.2.4. Home Credit may suspend all or any of its activities at the Dealer's Premises, including but not limited to, granting financing to Customers, payment of Balance Amount on the Goods which are related to the Suspected Activity, until the matter under investigation is resolved to the satisfaction of the Parties. Dealer, on the other hand, may require that Home Credit's operations in the Dealer's premises be suspended during the investigation and until the matter under investigation is resolved.
- 8.3. The Dealer and/or Home Credit, upon request by Home Credit or the Investigating Officer/s, shall provide all information, documents and other materials to the Investigating Officer/s pertaining to any Suspected Activity relating to transactions of the Customers of Home Credit without undue delay;
- 8.4. Where after the joint investigation conducted by the Parties it is found that the Dealer's representatives are involved in any offense committed against Home Credit upon presentation of irrefutable proof, Home Credit shall have the right to take all or any of the following actions against the Dealer's representatives notwithstanding anything contained in this Agreement and without prejudice to other remedies available to Home Credit under the law:
 - 8.4.1. To cancel the payment of the Balance Amount on the Goods which are related to the suspected or fraudulent activity that become payable by Home Credit to the Dealer;
 - 8.4.2. To demand the refund of the Balance Amount of Goods with the Dealer or to set off such Balance Amount of Goods with any monies payable by Home Credit to the Dealer as per the terms of this Agreement for the amounts which are related to the suspected or fraudulent activity.
- 8.5. Where after the joint investigation conducted by the Parties it is found that Home Credit's representative are involved in any offense committed against the Dealer upon presentation of irrefutable proof, the Dealer shall have the right to take all or any of the following action against Home Credit's representatives notwithstanding anything contained in this Agreement and without prejudice to other remedies available to the Dealer under the law:
 - 8.5.1. To demand full payment of the Balance Amount on the Goods which are related to the suspected or fraudulent activity that become receivable by Dealer from Home Credit.
 - 8.5.2. To have Home Credit's Representative removed from the Dealer's Store premises immediately and demand full payment on the goods which are related to the Home Credit Representative's fraudulent activities
- 8.6. If the result of the joint investigation is that there is collusion between the Dealer or its representatives and the representative of Home Credit, each Party shall bear their own loss, without prejudice to other remedies which may be contained in this Agreement and or under the law.

9. TERMINATION OF THE AGREEMENT

- 9.1. This Agreement shall be valid as of the date of the signing, by the Parties, of this Agreement 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 shall be entitled to immediately terminate this Agreement to the Dealer and/or any third party if any of the following events arises:
 - 9.2.1. Where any of the representation made or information provided by the Dealer turns out to be false, wrong or misleading;
 - 9.2.2. Where the Dealer commits the breach of any of its obligations referred to in this Agreement;
 - 9.2.3. Where the Dealer becomes insolvent or bankrupt or otherwise incapable of performing its obligations under this Agreement for any reason whatsoever;

- 9.2.4. Where the Dealer ceases to carry on the retail business at the Dealer's Premises or has changed the nature of the business;
- 9.2.5. Where the Dealer and/or its Representatives have committed any fraud against Home Credit or has been a party to any fraudulent act committed against Home Credit;
- 9.2.6. Where the Dealer 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.
- 9.3. Home Credit may, at its sole discretion and considering the nature of circumstances, provide an opportunity to the Dealer to correct the defects mentioned in Clause 8.2 above within such period as Home Credit considers appropriate provided that the Dealer shall be liable for any claims that may have been imputed to both Parties because of any of the acts under Clause 8.2 above.
- 9.4. Where Home Credit fails to comply with any of its obligations for the reasons other than any delay, negligence, mistake or wilful act on part of the Dealer or its Representatives, the Dealer shall first give Home Credit an opportunity to rectify such failure within a period not less than 15 (fifteen) days from the date of delivery of written notice by the Dealer to Home Credit informing such failure. If Home Credit fails to rectify such failure within the specified period, the Dealer shall have the right to terminate the Agreement by giving written notice to Home Credit.
- 9.5. Where the Parties have mutually agreed to terminate this Agreement, no Party shall be entitled to claim any compensation from the opposite Party where any loss is caused or damages are suffered by the Party due to the termination of this Agreement.

10. INDEMNITY

- 10.1. To the extent permitted by law, the Dealer 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 the Home Credit as a result of:
 - 10.1.1.a breach of this Agreement by Dealer, including a breach of any representation or warranty made by Dealer;
 - 10.1.2.failure of the Dealer to deliver the Goods to the Customer;
 - 10.1.3.any fraudulent conduct on the part of the Dealer or Dealer's Representative; and/or
 - 10.1.4.any action or mistake of the Dealer or Dealer's Representative.
 Dealer's obligations under this clause shall survive the termination or expiry of this Agreement.

11. CONFIDENTIALITY

- 11.1. Home Credit and the Dealer must use their best efforts to protect and treat the following information as confidential and shall not share it with any third party:
 - 11.1.1. 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 such information which the other Party knows or has reason to know as considered confidential in nature.;
 - 11.1.2. 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
 - 11.1.3. The documents and information collected from all Customers for the purpose of providing financing to such Customers.
- 11.2. A Party 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.
- 11.3. The obligations under this Clause 11 shall survive the termination or expiry of this Agreement.
- 11.4. The Parties shall ensure that their employees, agents and representatives comply with the provisions of this Clause 11.

12. **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 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 shall be bound to the transferee/assignee in like manner and on like terms as it is bound to Home Credit under this Agreement.
13. **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 must be addressed to the representative as provide for in the Dealer's Letter of Application for Cooperation.
14. **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.
15. **TAX.** Any and all taxes to be paid in relation to the purchase of the Goods shall be borne by the Dealer. In the event that Home Credit shall be required to pay taxes on or with regard to the execution, formalization or perfection of this Agreement, the Dealer shall, upon notice, reimburse Home Credit for such taxes paid. Provided that the taxes referred to does not include income tax earned by each party.
16. **LAW.** This Agreement shall be governed by the laws of the Republic of the Philippines.
17. **DISPUTE RESOLUTION.** This Agreement shall be construed, interpreted and governed by the laws of the Philippines. Each party irrevocably submits to the jurisdiction of the courts in Taguig City for the purpose of enforcing any right or obligation under or arising out of this Agreement. Any cost which occurred due to any action arising out of this Agreement will be borne by the losing Party.

Schedule 1: BALANCE AMOUNT SETTLEMENT GUIDELINES

HC Consumer Finance Philippines, Inc. can settle the Balance Amount on the Goods (as defined in the Clause 1.3 of the Dealership Cooperation Agreement) to Dealer in one of the following ways:

- **Intra-bank online transfer** through selected financial institutions
- **Manager's cheques** (cashier's cheques) issued by Banco De Oro (BDO) or Metro Bank

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. We are currently able to offer the online transfer services to account holders of the following banks:

- BDO
- Metro Bank
- BPI

2. **Manager's cheques** are offered for pick-up through either BDO or Metro Bank 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 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 payment through intra-bank online transfer, please allow at least 24 hours from receipt of notice for the payment to reflect on the Dealer's account. 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.	Bank account	Payment Order ID	Payment Date	Bank Account Holder	Selling Date	Amount	Goods Price	Paid by Client	Shop Id	Shop Name
3300320276	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	16.09.2013	1,924.0	2,699.0	775.0	280024	Global Teleshop Gandaria City
3300320584	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	2,935.0	4,050.0	1,115.0	280006	Global Teleshop Sunter Mall
3300321629	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	16.09.2013	3,199.0	4,399.0	1,200.0	280006	Global Teleshop Sunter Mall
3300316690	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	3,499.0	4,799.0	1,300.0	280012	Global Teleshop Mall Taman Anggrek
3300295383	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	04.09.2013	3,049.0	4,499.0	1,450.0	280056	Global Teleshop Cibubur Junction -Lt Dsr
3300320881	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	3,249.0	4,499.0	1,250.0	280062	Global Teleshop Summarecon Mall Bekasi
3300321376	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	3,249.0	4,499.0	1,250.0	280053	Global Teleshop Androidland SMR Bekasi
3300319627	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	3,649.0	4,999.0	1,350.0	280017	Global Teleshop Plaza pondok Gede
3300318934	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	1,849.0	2,599.0	750.0	280062	Global Teleshop Summarecon Mall Bekasi
3300320375	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	2,450.0	3,400.0	950.0	280041	Global Teleshop Lotte Mart Fatmawati
3300317405	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	14.09.2013	4,799.0	6,999.0	2,200.0	150007	GLOBAL SHOP CITRALAND
3300318703	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	16.09.2013	2,934.0	4,049.0	1,115.0	150007	GLOBAL SHOP CITRALAND
3300320232	1010000999787	97988036	18.09.2013	PT Global Teleshop Tbk	15.09.2013	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		