

Date	23-Jan-23
Purchase Order#	

## CLIENT CONTACT DETAILS

Brand / Seller	Beyond The Box			
Name	Mira Fremista			
Mobile Number				
Address	56 Mayor Ignacio Diaz St., Brgy. San Martin De Porres, Cubao, Quezon City			
Email Address	ecomm@digits.ph			

Name of Finance Representative	Eunece Pineda	
Mobile number of Finance Representative	8654-3519 loc. 112	
Email Address of Finance Representative	eunecepineda@digits.ph	

## LAZADA CONTACT DETAILS

Name	Claudine Puzon			
Mobile Number	obile Number 9178537987			
Email Address	claudine.puzon@lazada.com.ph			

## CLIENT'S BILLING CONTACT DETAILS

Attention	
Name	
Company Name	Boxtalks Inc.
Address	56 Mayor Ignacio Diaz St., Brgy. San Martin De Porres, Cubao, Quezon City
Email Address	eunecepineda@digits.ph
Partner ID	

Category	Description			Total Amount excluding tax (PHP)	Total Amount including 12% tax (PHP)
EL	Silver Annual Pass - Q1		PHP	112,987.25	126,545.72
ille -	Please indicate here the billing currency	РНР		TOTAL	126,545.72

Lazada Philippines (Lazada E-Services Philippines, Inc.)					
Organised by:	Approved by:				
affr	- pli	~	120	-	
Claudine Puzon	Joy Olivo		Alvin Ching	l	
Marketing Solutions	Head of Finance		Head of Investment		
23-Jan-23		23-Jan-23			23-Jan-23

Client Approved by:

Name: Howard Paw Position: Asst. Vice President / Corporate Secretary

Date: January 23, 2023



# STANDARD TERMS AND CONDITIONS

#### 1. Payment terms:

- 1.1 Payment is due within 30 days from the date hereof. If there is any dispute on this Purchase Order, Client will notify Lazada within 7 days from receipt hereof and will cooperate with Lazada in good faith to resolve the dispute within 7 days of notifying Lazada, failing which this Purchase Order shall continue to be effective.
- 1.2 Delay in payment will result in an interest charge equivalent to 3% per annum from the due date until the date of full payment.
- 1.3 Client shall pay, in addition to the prices quoted, all taxes imposed by any present or future law.
- 1.4 The Brand shall notify Lazada at least thirty (30) days before the teasing period of the campaign for any changes/cancellations. Otherwise, the same would still have to pay the agreed full amount of the package

#### 2. Indemnification:

Client agrees to indemnify, hold harmless and defend Lazada and its subsidiaries, affiliates, directors, officers, employees, shareholders and representatives harmless against any and all losses, liabilities, penalties, costs and expenses, including without limitation reasonable attorney's legal fees, any settlement amount or awarded damages arising out of any breach of representation or any third party claim, suit or proceeding arising from or relating to any breach of this Agreement.

### 3. Limitation of Liability:

Lazada's total aggregate liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to the amount of fees or costs, paid or invoiced by Lazada to the Client.

## 4. Exclusion of Liability:

For avoidance of doubt, Lazada shall not be liable for any loss of profit, indirect, special, punitive, consequential loss. or damages arising out of or in connection with this Agreement.

#### Governing Laws

- 5.1 This Agreement and interpretation thereof shall be governed by and construed in accordance with the laws of the Philippines.
- 5.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Alternative Dispute Resolution Act of 2004 (RA 9285) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English.