

SETTLEMENT AGREEMENT
DATED:

Between:

Apple South Asia Pte. Ltd. ("Apple") located at 7 Ang Mo Kio Street 64, Singapore 569086

- and -

Boxtalks Inc. ("Boxtalks") located at 3Q #56 Mayor Ignacio Santos Diaz St, Brgy. San Martin De Porres, Cubao, Quezon City, Metro Manila, 1111, Philippines

BACKGROUND

Boxtalks operates as an Apple Authorized Service Provider ("AASP") and is bound by the terms and conditions of the Apple Authorized Service Provider Agreement dated 5 June 2018, the term of which was extended per the Amendment to the Apple Authorized Service Provider Agreement, and its related documents (collectively the "AASP Agreement").

Apple conducted an audit of Boxtalks' service business for the period between 01 September 2020 to 31 August 2022 and discovered several inconsistencies:

- i) Improper reporting of finished goods dead on arrival as in-warranty repair
- ii) Improper reporting of customer email address
- iii) Failure to maintain service records

As a result of these findings, Apple is entitled to exercise its remedies under the AASP Agreement, including a demand for payment from Boxtalks of all fees and other compensation obtained by Boxtalks improperly or without proper substantiation.

In relation to the above a dispute has arisen between the parties ("Dispute"). The parties have settled their differences and have agreed terms for the full and final settlement of the Dispute and wish to record those terms of settlement, on a binding basis, in this Settlement Agreement (the "Agreement").

TERMS OF SETTLEMENT

1. Payment

- 1.1 Boxtalks shall pay Apple the sum of **USD 14,914** (the "Settlement Amount") in full by **25 March 2023**.

Taxes payable in connection with this transaction shall be borne wholly and paid in full by Boxtalks in accordance with applicable tax laws and regulations.

- 1.2 In the event of Boxtalks' failure to make any timely payments of the Settlement Amount in accordance with clause 1.1 above, interest shall immediately accrue at a rate of 10% per annum on any unpaid amounts. Apple may also take any other actions it sees fit, including but not limited to the termination of the AASP Agreement and seek legal recourse for collection of any amounts due together with interest thereon accruing from the date payment was due.

2. Release

- 2.1 Upon payment in full of the Settlement Amount set out in clause 1.1 above, Apple will release Boxtalks from any further claim in connection with the Dispute. Apple does not waive its rights with respect to any claim against Boxtalks that may arise in the future in connection with the Dispute, or for any existing claim of which Apple is currently unaware.
- 2.2 In consideration of the release by Apple set out in clause 2.1 above, Boxtalks and its agents, employees, directors, shareholders, subsidiaries or affiliates (together "Affiliates") shall release Apple and its Affiliates from all claims, actions, rights, demands and set-offs it or its Affiliates may have in connection with the Dispute in this jurisdiction or any other.

3. Indemnity

Boxtalks agrees to indemnify, and keep indemnified, Apple and its Affiliates against all losses, damages, liabilities, costs or expenses (including legal expenses) it may incur to the fullest extent permitted by law for any failure by Boxtalks to comply with the terms herein, including but not limited to any expenses or fees Apple may incur in connection therewith.

4. Warranties and Authority

Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this Agreement.

5. Severability

If any provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this Agreement.

6. Entire Agreement

- 6.1 This Agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter of this Agreement.
- 6.2 Each party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other party (whether orally or in writing) other than as expressly set out in this Agreement.

7. Confidentiality

- 7.1 Each party agrees to keep the terms and existence of this Agreement, and any related discussions, negotiations or communications, whether in writing or oral, in relation to this Agreement completely confidential and not disclose them to, or otherwise communicate them to, any third party, other than:
 - 7.1.1 to the parties' respective auditors, insurers and lawyers on terms which preserve confidentiality; and
 - 7.1.2 pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and
 - 7.1.3 as far as necessary to implement or enforce any of the terms of this Agreement.

8. No Waiver

The failure by any party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce and compel strict compliance by the other party with respect to any term or condition.

9. Governing Law and Jurisdiction

This Agreement is governed by, and construed in accordance with the laws of Singapore. The parties agree that any dispute arising out of or in connection with, or concerning the carrying into effect of, this Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.

10. Variation

Any variation of this Agreement shall be in writing and signed by or on behalf of each party.

This document has been executed as an Agreement and is delivered and takes effect on the date stated at the beginning of it.

11. Language

This Settlement Agreement will be executed in the English language only. Boxtalks expressly waives any right it may have under the law(s) of its country of domicile to have this Settlement Agreement written in other permissible language(s) thereof.

Boxtalks Inc.

SIGNATURE:



PRINT NAME:

Charles Paw

PRINT TITLE:

President

DATE:

2023 Mar 01

Apple South Asia Pte. Ltd.

SIGNATURE:



PRINT NAME:

Wong Vern Neng

PRINT TITLE:

AppleCare Finance

EFFECTIVE DATE:

2023 Mar 06