

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is dated the 4th day of March, 2013, (the "Effective Date") by and between COMPREHENSIVE CREDIT SERVICES INC. ("Provider") an entity organized under the laws of Republic of the Philippines having offices at Unit 21 B – Petplans Tower 444, Edsa Guadalupe Viejo Makati City , represented in this Agreement by its duly authorized President, Miguel Carlos E. Castillo, and CONVERGYS PHILIPPINES SERVICES CORPORATION ("Convergys"), a Philippine corporation having offices at The parties, intending to be legally bound, agree as follows:

1.0 Agreement.

Each Work Order (defined below) and each Change Order (defined below) entered into pursuant to this Agreement is subject to the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Work Order or Change Order, the terms of this Agreement will control unless otherwise explicitly provided in such Work Order or Change Order. This Agreement does not constitute an offer by Convergys and it shall not be effective until signed by both parties.

The terms and conditions of the Agreement are the result of negotiations between the parties, and the Agreement, or any particular provision of the Agreement, will not be construed in favor of or against either party for any reason.

Provider acknowledges that Convergys conducts its business based on a set of values and guidelines for action and behavior in connection with its business activities and ethical and responsible standards of behavior (the "Convergys Values"). Convergys encourages Provider (including Provider subcontractors) to adopt values and guidelines in connection with its business operations with respect to the fundamental rights of human beings in the workplace that are consistent with the Convergys Values and those set forth in the International Labor Organization (ILO) Conventions, which can be viewed on the ILO website at:

<http://ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

2.0 Work Orders and Change Orders.

2.1. Work Orders.

Convergys will authorize the performance of services to be performed by Provider ("Services") by issuing written work orders from time to time substantially in the form of Exhibit A to this Agreement (each a "Work Order," as amended, modified or supplemented by any applicable Change Order(s)). Each Work Order, together with its exhibits, if any, will define the scope of work for a particular assignment under this Agreement. Such Work Orders will be consecutively numbered in accordance with Convergys' practices. Work Orders will be jointly prepared and executed by Provider and Convergys for each project and will detail all deliverables, including documents (e.g., requirements, design and conversion specifications, data models, etc.), program code, database design, test plans and results and production projects. Work Orders will also delineate the estimated start and end dates for the assignment, number of Provider hours, hourly rates, not-to-exceed travel expenses, and acceptance criteria. Work Orders will be signed by authorized representatives of each party.

2.2. Change Orders.

If Convergys desires to change, modify or supplement the Services to be performed under a particular Work Order, Convergys will complete a document in the form of Exhibit B to this Agreement ("Change Order") and forward the Change Order to Provider.

Provider will respond to each Change Order within five (5) days of receiving it. If applicable, Provider will include in its response any changes to the costs or schedule set forth in the Work Order as a direct result of the Change Order. In the event the parties agree to the terms of the Change Order, the parties will execute the Change Order prior to the performance of the proposed changes or modifications to the Services. Each Change Order will be labeled consecutively using alphabetical letters corresponding to the modified, amended or supplemented Work Order.

2.3. Subcontractors.

All Services to be performed by Provider under this Agreement will be performed by employees of Provider. Provider will not subcontract any portion of the Services to others without Convergys' prior written approval. If Convergys consents to the use of any subcontractor in accordance with this Section 2.c, Provider agrees to enter into an agreement with each subcontractor in a form reasonably satisfactory to Convergys and consistent with the terms of this Agreement. The subcontract shall only be valid if Convergys agrees to the same in writing and in no case shall the subcontract diminish any of Convergys' rights and claims against Provider under this Agreement.

2.4. Point of Contact.

Provider will designate and provide one (1) point of contact in each Work Order who is responsible for answering and resolving Convergys' questions and issues relating to the Services described therein.

3.0 Invoices and Payments.

3.1. General.

Provider will render invoices for Services in accordance with the charges specified in the applicable Work Order. Provider acknowledges that Convergys issues checks on the 15th and the last business day of the month. Convergys will pay invoices, excluding any Disputed Amounts within sixty (60) days from date of invoice. As used herein, "Disputed Amount" will mean any invoiced amount that is subject to a bona fide dispute raised by Convergys in a writing sent to Provider. The invoices will be computed on the basis of one or more of the following methods - Fixed Price or Time and Materials - as specified in the applicable Work Order and as defined below.

3.2. Fixed Price.

Where Services are provided for a fixed price charge, Provider will perform the Services for the fixed price specified in the applicable Work Order, regardless of any hour estimates, the actual hours worked, turnover among Provider personnel, or any other circumstances whatsoever, subject to any Change Orders mutually agreed to by the parties which modify the scope of work and the associated price. Notwithstanding anything to the contrary in this Agreement, and unless otherwise agreed to in the applicable Work Order, Provider will invoice Convergys with respect to Fixed Price arrangements as follows:

- i. Ten percent (10%) of the total fixed price outlined in the applicable Work Order on the date that work commences under the applicable Work Order;
- ii. Twenty-five percent (25%) of the total fixed price outlined in the applicable Work Order when fifty percent (50%) of the work in the Work Order is completed as more fully described in the Work Order; and
- iii. The remaining sixty-five percent (65%) of the fixed price outlined in the applicable Work Order when all deliverables under the Work Order are completed by Provider in accordance with the specifications in the Work Order.

3.3. Time and Materials.

Where Services are compensated on a hourly basis, Provider will invoice Convergys monthly for hours actually worked which shall be subject to verification by Convergys. Each invoice will describe in detail the Services performed, including a breakdown of the time spent on each task, the charges therefore, the amount of reimbursable expenses, if any, as authorized by the applicable Work Order, and applicable taxes, if any. The hourly billing rate for each person working on a Convergys project will be as specified in the applicable Work Order. For all such hourly assignments, both the regular daily eight (8) hours and any overtime hours will be billed at the same rate for any person furnished by Provider.

3.4. Taxes.

Convergys is not liable for any taxes (including but not limited to net income or gross receipts taxes, franchise taxes, and property taxes) that Provider is legally obligated to pay and which are incurred or arise in connection with the sale or provision of Services (including any products provided with such Services). Convergys shall pay Provider any sales or use taxes owed by Convergys solely as a result of entering into this Agreement or a subsequent SOW and which are required to be collected from Convergys by Provider under applicable law. Convergys may provide Provider with a valid exemption certificate, and Provider shall not collect taxes covered by the certificate. If taxes are required to be withheld on any amount to be paid by Convergys to Provider, Convergys will deduct them from the amount owed and pay them to the appropriate taxing authority. At Provider's written request and expense, Convergys will use reasonable efforts to assist Provider in obtaining tax certificates, withholding exemption certificates, or other documentation evidencing such payment but the responsibility for documentation remains with Provider. Notwithstanding the foregoing, upon Provider's request, Convergys shall provide the necessary documentation to evidence any withholding tax payments made by Convergys as required by Provider to substantiate such payments. This section shall govern the treatment of all taxes arising in connection with this Agreement notwithstanding any other section of this Agreement.

3.5. Authorization.

Provider will be entitled to receive only fees or other compensation from Convergys that have been set forth in an authorized executed Work Order or Change Order.

4.0 Records and Audits.

Provider will: (i) maintain complete and accurate records related to the products and Services provided to Convergys, including records of all amounts billable to and payments made by Convergys in accordance with generally accepted accounting principles and practices ("GAAP"), uniformly and consistently applied in a format that will permit audit; (ii) retain such records and reasonable billing detail for a period of at least three years from the date of final payment for the Products and Services; (iii) provide reasonable supporting documentation to Convergys concerning any Disputed Amount within thirty calendar days after receipt of written notice of such dispute; and (iv) permit Convergys and its authorized representatives to inspect and audit during normal business the records and systems related to the products and Services. In the event of an audit, Provider will provide such records and access at no charge to Convergys.

5.0 Termination.

5.1. Initial Term and Renewal Terms.

This Agreement will remain in full force and effect for a term of 3 year(s) following the Effective Date, unless earlier terminated as provided herein ("Initial Term"). At the end of the Initial Term, this Agreement shall be automatically renewed for successive 12-month periods (each a "Renewal Term"), unless Convergys provides written notice to the Provider at least 90 days in advance of the expiration date of the Initial Term or applicable Renewal Term.

5.2. Material Breach.

Should either party commit a material breach of its obligations under this Agreement, or should any of the representations of either party in this Agreement prove to be untrue in any material respect, the other party may, at its option, terminate this Agreement, by thirty (30) days' written notice of termination, which notice shall identify the breach that is the basis for termination. If, prior to the expiration of the 30-day notice period, the defaulting party cures such breach, termination shall not take effect.

5.3. Insolvency or Bankruptcy.

Either party hereto may, at its option and without notice, terminate this Agreement, effective immediately, should the other party hereto: (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

5.4. Termination by Convergys.

Convergys may terminate this Agreement or any Work Order to be performed under this Agreement, in whole or in part, without cause, solely for its own convenience, by giving Provider written notice of termination, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. Convergys will have no liability for the termination except to pay for Services properly rendered or expenses incurred in accordance with the Agreement prior to the effective date of the termination. Convergys will have no obligation to pay for any Services performed or costs incurred by Provider after the effective date of termination.

5.5. Consequences of Termination.

5.5.1. Upon the expiration or termination of this Agreement or any Work Order, Convergys will pay Provider for all services satisfactorily rendered and expenses properly incurred prior to the effective date of such termination. Notwithstanding anything to the contrary contained herein, upon the expiration or the termination of a Work Order subject to a fixed price arrangement, Convergys will pay for all reasonable expenses properly incurred prior to the effective date of such termination and for a pro rata share of the Services rendered under the applicable Work Order.

5.5.2. Upon the expiration or termination of this Agreement, Provider and Provider's personnel will promptly return to Convergys all Convergys Confidential Information furnished to Provider or Provider's personnel by Convergys or developed by Provider or Provider's personnel relating to the Services under this Agreement.

5.5.3. The expiration or termination of this Agreement will not affect the obligations of the parties under any Work Order previously issued under this Agreement, and the terms and conditions of this Agreement will continue to apply to such Work Order as if this Agreement had not expired or been terminated.

6.0 Warranties.

6.1. Performance of Services.

Provider will perform the Services in a timely, diligent, competent and professional manner, in accordance with the highest standards in the industry. Furthermore, Provider

hereby warrants and represents that the Services will be performed substantially in accordance with the descriptions of such Services in this Agreement and the applicable Work Order.

6.2. Originality.

Provider represents and warrants the originality of any work performed under this Agreement, and that no portion of the work completed on behalf of Convergys under this Agreement violates or is protected by patent, copyright, trade secret or other intellectual property or other rights of Provider or any third party. For purposes of this Section, work completed will not include materials supplied by Convergys.

6.3. Repairs.

Provider will, within a commercially reasonable period of time after being reported to Provider in writing at any time within one (1) year of the date of completion of a Work Order, repair or revise, at no additional cost to Convergys, any failure in its reports, drawings, specifications, designs or other items or Services being provided or performed pursuant to the applicable Work Order to meet the requirements set forth in such Work Order. If upon repair or revision of the Services provided, Convergys determines that the Services performed do not meet the Work Order requirements, the Provider will refund to Convergys all monies paid for those Services rendered. If Provider does not respond and/or perform the required repair as communicated by Convergys within five (5) business days and Convergys finds that the non-performance of the repair will prejudice it, Convergys will be entitled to perform or have another party perform the repair and such shall (i) have the effect of being performed by Provider and (ii) give rise to a right of reimbursement on the part of Convergys for all the costs arising from the repair.

6.4. Provision of Work Product.

Should a Work Order provide that Provider's Services would result in a product, such product will meet the specifications in the Work Order in all material respects. Provider will, at any time within one (1) year of the date that Convergys accepts any such product which is the result of a Work Order, repair or revise, at no additional cost to Convergys, any failure in its reports, drawings, specifications, designs or other items or Services being provided or performed pursuant to the applicable Work Order to meet the requirements set forth in such Work Order. There are no other warranties on any such products or the Services, express or implied, including implied warranties of merchantability or fitness for a particular purpose.

6.5. Compliance with Laws.

Provider is at all times solely responsible for complying with all applicable laws, regulations and ordinances (collectively, "Laws") in connection with the Services, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act and those Laws relating to privacy, wages, hours, human rights, employment practices, wages, equal opportunity, anti-discrimination, employee health and safety, environmental protections, and working conditions. Provider will also adopt, maintain and abide by its own safety rules and standards; provided, however, such rules and standards will be reasonably compatible with the objectives of Convergys' safety rules. Provider will comply with guidelines set forth by occupational safety and health standards, as well as all applicable laws and ordinances.

In conformance with the FCPA, Provider shall not offer, pay, give, promise to pay or give, or authorize the payment of money or anything of value directly or indirectly to any foreign official for the purposes of (1) influencing any act or decision of the foreign official in such person's official capacity, inducing the foreign official to do or omit to do any act in violation of such person's lawful duty, or securing any improper advantage, or (2)

inducing the foreign official to use such person's influence with a foreign government or instrumentality to affect or influence any act or decision of the government or instrumentality, in order to assist Provider or Convergys or its affiliates to obtain or retain business for, with, or directing business to, any person. The FCPA defines "foreign official" as (a) any elected or appointed official of a local, state, provincial or national government outside the United States irrespective of rank, title or stature of such person, (b) any candidate for office in any local, state, provincial or national government outside the United States, (c) any political party or party official outside the United States, (d) any official in a public international organization, and (e) any official or representative of a business that is owned or controlled by a government outside the United States. Upon request, Provider will furnish to Convergys a statement that it is in compliance with the FCPA as well as all other applicable laws set forth above.

6.6. Compliance with Requirements for Personally Identifiable Information

To the extent Provider is afforded access to or handles any Convergys or Convergys Client PII, Provider must handle PII information in accordance with all applicable laws, regulations and data classification and handling standards. "Personally Identifiable Information" or "PII" is any information provided by Convergys or a Convergys client, or collected by Provider in connection with Provider's relationship with Convergys (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, (ii) from which identification or contact information of an individual person can be derived, or (iii) that constitutes Protected Health Information (PHI) as that term is defined in the U.S. Health Insurance Portability and Accountability Act. PII includes, but is not limited to: name, address, phone number, fax number, email address, social security number or other government-issued identifier, credit card or other financial account information and any health-related information. Additionally, to the extent any other information (such as, but not necessarily limited to, a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with PII, then such information also will be considered PII.

6.7 Compliance with PCI Data Security Standards

To the extent Provider stores, transmits, or processes any Cardholder Data (as such term is defined by the PCI DSS) in providing services for or on behalf of Convergys or a Convergys Client, Provider shall comply with the Payment Card Industry Data Security Standards (PCI DSS) and/or the Payment Application Data Security Standards (PA DSS) as applicable. A copy of the current PCI DSS requirements documentation is available on the web at:

<https://www.pcisecuritystandards.org/saq/index.shtml>

A copy of the PA DSS requirements and documentation is available on the web at:

https://www.pcisecuritystandards.org/security_standards/pa_dss.shtml

To the extent the services being performed for Convergys or a Convergys Client involves either PCI DSS or PA DSS, Provider acknowledges that the security of Cardholder Data is its responsibility while such data is in Provider's custody or control. Upon request, Provider shall provide certification of its compliance with either PCI DSS or PA DSS.

7.0 Indemnification.

7.1. General.

Each party ("Indemnitor") will indemnify, hold harmless and defend the other party and its Affiliates, and their respective employees, officers and directors, affiliates, agents, successors, and assigns (collectively, "Indemnitee") from and against any and all damages, losses, liabilities, actions, proceedings (whether legal or administrative), connection with a claim by a third party against the Indemnitee to the extent that such third party claim arises out of: (a) the damage, loss or destruction of any real property or tangible personal property or injury or death to any persons resulting from the actions or inactions of any employee, agent or Subcontractor (and its employees or agents) in the course of fulfilling its obligations under this Agreement, (b) the negligence or willful misconduct of the Indemnitor, (c) defects in any product or services supplied by the Indemnitor pursuant to this Agreement, (d) a material breach of this Agreement, (e) violation or alleged violation of any Laws, (f) a claim that the products or services Indemnitor provides under this Agreement infringes any Intellectual Property right of any third party, or (g) any claim or action by or on behalf of Indemnitor's agents or employees, including without limitation claims arising under occupational health and safety, worker's compensation, or other applicable laws or regulations.

7.2. Procedure.

Indemnitor's obligations under this Section are contingent upon Indemnitee's prompt notification of any claim or potential claim for which it may seek indemnification (provided that the Indemnitor shall only be relieved of its indemnification obligations to the extent that it is actually prejudiced by such failure or delay). Indemnitee shall provide Indemnitor with an opportunity to defend such claim and the information and assistance necessary to provide such defense.

8.0 Insurance.

Provider will, during the Term, have and maintain in force the following insurance coverage:

- (a) Worker's Compensation Insurance, including occupational illness or disease coverage, or other similar social insurance, including self-insurance, in accordance with the laws of the country, state or territory exercising jurisdiction over the employee and Employer's Liability Insurance with a minimum limit sufficient to cover the statutory requirements of such country, state or territory.
- (b) Commercial General Liability Insurance, including Contractual Liability, Products, Completed Operations Liability and Personal Injury, and Broad Form Property Damage Liability coverage for damages to any property with a minimum combined single limit of Php 2,000,000.00 per occurrence. Such insurance must name Convergys as an additional insured with respect to its legal liability arising from Provider's acts or omissions.
- (c) Employee Dishonesty and Computer Fraud coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Provider, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of Php 2,000,000.00
- (d) Errors and Omissions Liability Insurance covering the legal liability for damages due to error, omissions, negligence of employees and failure of Provider's products to perform the function or serve the purpose intended in an amount of at least Php 2,000,000.00 per wrongful act. Provider will have

and maintain in force Errors and Omissions Liability Insurance for a period of twelve (12) months after termination of this Agreement.

(e) "All Risk" Property insurance covering not less than the full replacement cost of Provider's personal property while on or at a Convergys work location.

The foregoing insurance coverage will be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Convergys. Within (30) calendar days of the Effective Date Provider will cause its insurers to issue certificates of insurance evidencing that the coverage required under this Agreement are maintained in force and that not less than thirty (30) calendar days written notice will be given to Convergys prior to any materially adverse modification, cancellation or non-renewal of the policies. The insurers selected by Provider will have an A.M. Best rating of A-IX or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Provider will assure that its subcontractors, if any, maintain insurance coverage as specified in this Article or are endorsed as additional insureds on all required Provider's coverage.

9.0 Limitation of Liability.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7 AND BREACH OF SECTION 11, NEITHER PARTY WILL HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Deliverables and Ownership of Work Product.

10.1. Convergys Data.

All Convergys Intellectual Property existing prior to the Effective Date and all data, plans, specifications, drawings, software and other property (in whatever form or media) furnished by Convergys to Provider will remain Convergys' property and will be used only for the Services. Provider will return such Convergys property and all copies thereof to Convergys upon completion of the Services.

10.2. Deliverables.

Any drawings, designs, documents, information, programs, systems, inventions, discoveries, data and other deliverables prepared by Provider in performing the Services (collectively, "Deliverables") will be considered "work for hire" and will be Convergys' exclusive property. If, however, the Deliverables are not deemed "work for hire" under applicable law, this Agreement will be deemed an assignment to Convergys of all of Provider's right, title and interest in and to all proprietary rights for the Deliverables, including copyrights and patent rights, and Provider will execute and deliver such other instruments and take such other action as Convergys may request (including the filing of copyright and patent applications and assignments) to protect Convergys' rights to the Deliverables.

10.3. Possession.

Convergys will have the right to take possession and use the Services, reports, and Deliverables received from Provider. Such possession or use will not constitute acceptance or approval of any Services or Deliverables or portions thereof which do not conform to the Agreement and will not release Provider from any obligations hereunder.

10.4. Originals.

Convergys will own and have unrestricted use of all originals of the Deliverables generated by Provider in the performance of the Services hereunder, provided however,

Provider may retain and use for its own purposes in carrying out its Services hereunder copies of drawings, designs, documents, information and data included among the Deliverables.

10.5. Exceptions.

The provisions of this Section do not apply to any material previously owned by Provider or lawfully acquired by Provider in a manner independent of this Agreement, which are used by Provider in the course of work hereunder.

10.6. Facilitation.

Provider will work with Convergys' personnel assigned to a particular project for the purpose of facilitating the transfer of Provider's knowledge regarding the Services to Convergys.

11.0 Confidentiality.

11.1. Confidential Information.

During the course of this Agreement, either party may provide the other party with information that the disclosing Party wishes to be treated confidentially. "Confidential Information" means any information or data disclosed by a party ("Disclosing Party") to the other party (the "Recipient") that (i) if in tangible form or other media that can be converted to readable form is clearly marked as confidential, proprietary or private when disclosed or (ii) if oral or visual, is identified as confidential, proprietary or private when disclosed and is summarized in a writing so marked and delivered within ten days following such disclosure. Confidential Information also includes any information, including, but not limited to data files, customer lists, correspondence and other records, and service availability, furnished to Provider orally, visually or in writing under or in contemplation of this Agreement, or to which Provider has access through performance of this Agreement. The terms Disclosing Party and Recipient include each party's Affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto therefore also shall inure to such Affiliates and may be directly enforced by or against such Affiliates.

11.2. Obligations.

The Recipient shall: (i) use the Confidential Information only for the purposes of this Agreement; (ii) restrict disclosure of the Confidential Information to employees of the Recipient and its Affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (iii) advise those employees who have access to the Confidential Information of their obligations with respect thereto; and (iv) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies. For purposes of this Agreement, "employees" includes third parties retained by the parties for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform his or her responsibilities in connection with this Agreement.

11.3. Exceptions.

The obligations of this section shall not apply to Confidential Information that the Recipient can demonstrate: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the Recipient without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; (v) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; (vi) is required by law or regulation to be disclosed, but only to the extent and for the

purposes of such required disclosure; or (vii) is disclosed in response to a valid order of a competent court or other governmental body with jurisdiction in the premises, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order.

11.4. Customer Information.

Any and all End User information and/or information about End User's customers ("Customer Information") is and shall remain the property of End User and no license rights to such information are granted to Provider hereunder. Provider acknowledges Customer Information may be subject to stringent data privacy laws and regulations and that Provider will comply with all laws, regulations and requirements of the End User related to all such Customer Information and will make no use of any Customer Information other than to provide the Services to Convergys.

11.5. Remedies.

The parties agree that an impending or existing violation of these confidentiality provisions would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

12.0 Non-Circumvention.

Provider acknowledges and agrees that, as a result of the parties' relationship and/or its performance of Services pursuant to this Agreement, Provider may have access to or become aware of existing and potential clients (hereafter the "Client" or "Clients") of Convergys and/or information regarding the Clients. In connection therewith, Provider agrees that Provider and its employees or agents who perform Services on behalf of Provider pursuant to this Agreement and the related Work Order(s) will not, during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, directly or indirectly, either individually or on behalf of or with any person or entity other than Convergys: contact, attempt to contact, solicit, perform any services for, or otherwise deal with, any Client in a manner designed to or that could take business away from Convergys, if such business is substantially related to the subject matter of this Agreement or the Services provided hereunder.

13.0 Use of Convergys' Name or Trademarks.

Provider will not use Convergys' name, trademarks, trade names or similar intellectual property in Provider's sales, marketing, publicity or other materials without Convergys' prior written consent, which consent Convergys may withhold in its sole discretion.

14.0 Non-Solicitation of Employees

Neither Party shall directly, or indirectly through a Third Party, solicit the services or employment of any employee or agent of the other Party during the Term and for a period of twelve (12) months following expiration or termination hereof. The soliciting Party, who violates this Section 14 shall pay to the other Party an amount equal to nine (9) months salary for any solicited employee of the other Party, as liquidated damages and not as a penalty. The amount shall be equal to seventy-five (75) percent of the annual salary in effect at the date the employee was solicited. For purposes of this Section 14, the term "employee" means current or former employees of the other Party who were employed by the other Party at any time during the Term. This Section 14 shall not prevent an employee of either Party from pursuing or securing opportunities with the other Party on such employee's own initiative.

15.0 Assignment.

Provider may not assign this Agreement or any Work Order executed in connection herewith or the rights or obligations hereunder without the express written consent of Convergys. This Agreement will inure to bind the successors and assigns of the respective parties; provided however, that nothing herein will be construed to permit the sale, assignment or delegation of Provider's interests and/or obligations hereunder.

16.0 Dispute Resolution.

Any dispute or disagreement arising between the parties will be resolved according to the following dispute resolution procedure. The parties will strive to resolve all disputes at the project management level. If any such dispute cannot be mutually resolved by the project managers within five (5) business days, then such dispute will immediately be referred to the parties' respective Division Vice Presidents (or equivalents) for discussion and resolution. If such parties fail to resolve the dispute within ten (10) business days, then such dispute will be referred to Provider's Chief Operating Officer and Convergys' Chief Operating Officer for discussion and attempted resolution. If such dispute cannot be mutually resolved by such parties within ten (10) business days, then either party may pursue whatever rights and remedies they may have hereunder or at law or in equity.

17.0 Independent Contractor Relationship.

The parties acknowledge and agree that Provider and Convergys are, and at all times during this Agreement will remain, independent contractors in relation to the other party, and neither party nor its employees or other representatives are authorized to make any representations or any commitment on the other party's behalf unless previously authorized by such party in writing. Convergys will not be responsible for worker's compensation, disability benefits, unemployment insurance and withholding income taxes and Social Security for said personnel. Under no circumstance will one party's employees be construed to be employees of the other party, nor will one party's employees be entitled to participate in the profit sharing, pension or other plans established for the benefit of the other party's employees. Neither party will have the authority to bind the other party. Provider has and hereby retains the right to exercise full control of and supervision over the performance, employment, direction, compensation and discharge of any and all of Provider's employees, agents and subcontractors assisting in the performance of Provider's obligations.

Provider will employ for the Services persons known to it to be experienced, qualified and trustworthy. The credentials of any Provider employee assigned to the Services will be submitted to Convergys in advance of such assignment. All persons performing the Services on any Convergys site or handling data classified as PII or PCI will comply with applicable laws concerning drug and alcohol, security, environmental protection, employee health and safety, and other policies and procedures. All Provider personnel providing services for or on behalf of Convergys or that may have access to multiple pieces of Convergys or Convergys Client PII shall ensure the appropriate pre-placement screening requirements have been completed. At a minimum to the extent permitted by law: (1) a national-level (i.e. not limited to local geography) criminal background check, and (2) checks performed against the terrorist watchlist, Provider personnel shall not perform any work for Convergys if the appropriate pre-placement screening (as detailed above) discloses information that Provider would reasonably conclude would make the individual unacceptable for placement at Convergys.

Provider will, at its expense and risk, immediately remove and replace any employee who, in Convergys' opinion, does not meet these criteria. Provider will notify Convergys of the names and roles of any person it proposes to use for the Services if Provider knows him to be a former Convergys employee. Convergys may accept or reject the use of any person, whereupon Provider will provide a qualified substitute at no increase in price. If, in Convergys' sole opinion, any previously approved person poses a risk to, or is unacceptable to, Convergys for any reason, Provider will immediately remove such

person(s) and provide Convergys with a duly qualified replacement subject to Convergys' prior approval of such replacement. Provider acknowledges that Convergys may effect the removal of any person upon Provider's failure to do so.

18.0 Force Majeure.

Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party. The non-affected party may substitute the performance of a third party for the performance of the affected and adjust compensation based on the substitution.

19.0 Notices.

Except as otherwise provided herein, all notices or other communications to be given or that may be given by either party to the other will be deemed to have been duly given when made in writing and delivered in person, sent by overnight delivery provider, or deposited in the mail, postage prepaid and addressed as follows:

TO CCSI:

Unit 21 B – Petplans Tower 444,
Edsa Guadalupe Viejo Makati City

TO Convergys:

Convergys Philippines Services Corp.
6796 Ayala Avenue,
Makati City

Miguel Carlos E. Castillo

Attention: Ana Belen V. Cabel
Facsimile: (632) 7923106

The address to which notices or communications may be given to either party may be changed by written notice given by one party to the other pursuant to this section.

20.0 Waivers and Amendments.

If a party fails to insist that the other party strictly comply with any obligation, no such failure shall be a waiver of the right of a party to demand strict compliance for each obligation. No delay or failure of any party to exercise or enforce its rights under this Agreement and no course of dealing or performance will constitute a waiver of right or remedy available under this Agreement. Waiver by either party of any default by the other party will not be deemed a waiver of any other default. No provision of this Agreement or any written Work Order or Change Order will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification.

21.0 Headings.

The article, section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

22.0 Governing Law.

This Agreement will be governed by and construed according to the laws of the Republic of the Philippines. Venue for any dispute arising hereunder will be in any court of competent jurisdiction in Makati City, Metro Manila.

23.0 Survival.

Obligations and rights in connection with this Agreement, which by their nature would continue beyond termination or expiration of this Agreement, including but not limited to Sections 4, 5.5, 6.2, 7, 9, 11, 12, 20, 23, 25 will survive the expiration or termination of this Agreement for any reason.

24.0 Severability.

The provisions of this Agreement are severable. If any part, term or provision of this Agreement will be held illegal, unenforceable or in conflict with any applicable law, the validity of the remaining portion or portions will not be affected thereby.

25.0 Miscellaneous.

If, during the term of this Agreement, Convergys performs a spin-off of one or more of Convergys' affiliates or subsidiaries, such spin-off entity shall be eligible to continue to receive goods and/or services from Provider under this agreement, provided that such spin-off entity agrees to be bound by the applicable terms and conditions of this Agreement.

26.0 Entire Agreement.

This Agreement, including the exhibits attached hereto and any applicable Work Orders and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

By:CCSI

Name:Miguel Carlos E. Castillo
(Print Name)

Title:President

By: Convergys Philippines Services Corp.

1-20-16

Name: ANA BELEN V. CABEL
(Print Name)

Title:Sr. Manager, Global Procurement

EXHIBIT A

**WORK ORDER NO. _____ TO
PROFESSIONAL SERVICES AGREEMENT**

DESCRIPTION OF THE SERVICES AND SERVICE LEVEL AGREEMENTS

A. Background Check Without Field Visits:

1. Employment History, current/most recent and up to 7 years
 - Includes employer, employment period, position/s held, responsibilities, performance, salary, reason for leaving, any record of Disciplinary Action or memo issued during employment subject to consistent compliance with the Data Privacy Act
2. Character references
 - Minimum of 5 references, to be based on the character references provided but would not be limited to given items and may be independently sourced
 - Character Check (morals/reputation), phone checking through contact details provided, both landline and/or cellular phones
 - Include call logs
 - Request additional character reference from Convergys Site BI Point of Contact (POC), if needed.
3. Education
 - Degree taken, school and year graduated or level achieved or finished
 - May be through telephone
 - Not just limited to Registrar's Office, may be through any authoritative source
4. Database information
 - Negative records
 - Criminal and/or civil court cases on cancelled cards, delinquent accounts, NLRC, terrorist listings, etc. and bank loans among others.
5. Bank Loan Exposure File/Credit Check (database)
 - Existing and amounting more than expected salary

Note: For No. 1 and 2, Provider would need from Convergys the complete names of the references and their contact numbers. Mobile phone checks provincial calls are included in the charges.



B. Scope and Rates

Package 1 – Fresh Graduates

1. Verification of scholastic records
2. Criminal(gathered info via Cmap)Negative records
3. Character Reference checking
 - Professor, Dean, Department Head/Secretary, Guidance Counselor, Moderator, Social/Civic Org Leaders, Barangay Head, Homeowners Association
4. Credit check – only for Financial, Encore and GM Cars accounts

Charges for less than 500 endorsements per month	Php 600.00
Charges for 500 and more endorsements per month	Php 550.00

Package 2 – Full report for experienced applicants

1. Verification of scholastic records
2. Employment Check
 - Immediate Supervisor, Human Resources
3. Criminal(gathered info via Cmap/Negative records)
4. Character Reference check
5. Credit check - – only for Financial, Encore and GM Cars accounts

Charges for less than 500 endorsements per month	P 700.00
Charges for 500 and more endorsements per month	P 650.00

C. Turn Around Time

Five (5) working days (cut-off is 3 PM noon) for both Metro's (Manila, Cebu and Bacolod)

Confidential – Convergys Corporation



D. Cut-off and Cycle Time

QC - 10AM, MWF
MOR/SAN LA - 12NN, TTH
Makati - Daily, 2pm

Note: Above schedule can be subject to changes upon mutual agreement of both parties in writing.

E. Manner of Delivery

1. Softcopies of the reports will be sent to the BI Coordinators.
2. Hardcopies to follow, at the end of the following business day (5 PM) with printed summary of all endorsements

G. Required Documents:

1. Resume and or Application form
2. List of Character References (3-5 names)
3. Letter of Authorization/Notice of consent for school and employment verification
4. TOR/ Diploma / Coe

H. Terms of Payment and Billing:

1. Monthly Billing, based on actual endorsements with a report that contains name of applicant, site, date of endorsement, date completion of BI and the BI result (negative or positive and the reason for negative result).
 - a. On or before the 5th of the following month: Provider submits previous month's billing
 - b. Within three (3) working days from receipt of billing from Provider: Recruitment reviews/validates billing and returns to Provider
 - c. Within two (2) working days from receipt of validated billing: Provider submits final billing to Recruitment
 - d. Within two (2) working days from receipt of final billing: Recruitment prepares Request For Payment
2. Payment Terms: 30 days from receipt of (final) invoice date
3. Penalty/Interest of 1% per month of the invoice amount remaining unpaid in excess of 30 days from invoice date

I. Manner of Checking:

1. Third Party Checks only.
2. Discreet, unless pressed by the informant to disclose name of inquiring party. May indicate that checkings are for employment but disclosure of Convergys to source is on need basis only.
3. Data gathering shall be done by the Provider's employees or contractors who are all stationed in Provider's office, doing telephone interviews only. Data encoding to Provider's own systems installed for the specific purpose of the televerification service for Convergys are done by Provider's data entry operators. Likewise, quality control and assurance, editing and completion of the reports are done by Provider's own Editors. Reports are printed by the Provider and sent to the client by Provider's own messengers.

J. Lead Information:

1. Copy of the subject's resume
2. Copy of application form
3. School Verification Service, checking to be conducted with the school registrar's office: authorization from subject candidate (with detail of course taken and year of graduation) to check on his/her records and/or copy of transcript of records (TOR) for authentication.

Confidential – Convergys Corporation

K. Report Format

- The report will be in the agreed format indicating/outlining the results of checking with Provider's database and verification from sources checked. These include:
1. Program/account the applicant is slated for is indicated in the upper right hand corner of report
 2. Overall BI result is reflected on the upper left hand corner of the first page

L. Contact Person:

COMPREHENSIVE CREDIT SERVICES INC.

NAME	TELEPHONE NO.	EMAIL ADDRESS
Liezl Baldesco	02 - 552 7238	liezl.baldesco@ccsi.com.ph
Annelyn Macatuay	02 - 552 7238	annelyn.macatuay@ccsl.com.ph
Carl Vincent M. Cang	032-266-0835 <u>/0923-277-6289</u>	ccsicarl.cang@gmail.com..
John Joshua T. Relente	032-266-0835 <u>/0923-277-6289</u>	joshua.relente@ccsl.com.ph

Convergys BI Coordinators:

NAME	TELEPHONE NO.	EMAIL ADDRESS
------	---------------	---------------

Note: Any change/s to above contact information shall be communicated accordingly.

Confidential - Convergys Corporation

EXHIBIT B

WORK ORDER NO. _____

Date: _____

TO:

FOR BACKGROUND INVESTIGATION

Endorsed/Authorized by:

Received by:

(Name and Signature)
BI Coordinator, (Site Name)

(Name and Signature)

This WORK ORDER No. _____ ("WO") is attached to and made a part of the Professional Services Agreement, dated _____, 2009 ("Agreement"), by and between _____ Information Inc. ("Provider") and Convergys Philippines Services Corporation ("Convergys"). All defined terms used herein shall have the meaning ascribed to such terms as set forth in the Agreement unless otherwise defined herein.

Confidential - Convergys Corporation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

CITY OF MANILA

BEFORE ME personally appeared:

NAME	GOV'T ISSUED ID	PLACE/DATE OF ISSUE
Miguel Carlos E. Castillo	TIN	Mandaluyong City/30-4-15
_____	_____	_____
_____	_____	_____
_____	_____	_____

Known to be the same persons who executed the foregoing **AGREEMENT** for Background Investigation Services and they acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation they present.

WITNESS MY HAND AND SEAL this 101 FEB 2016 in CITY OF MANILA

Doc. No. 474
Page No. 95
Book No. 11
Series of 2016


ATTY. AGUSTIN B. CABREDO
Notary Public for Manila
Notarial Commission No. 2015-030
Until December 31, 2016
Roll No. 26047
PTR No. 4886571 / 1-4-16 / Manila
IBP Life Member 05097
MCLE No. V-0003138 / 7-26-14

CONVERGYS

MEMORANDUM

DATE : 27 July 2017
TO : Ana Belen V. Cabel, Senior Manager, Global Procurement
FROM : Rachel R. Jose, Senior Coordinator, Global Procurement

Overview:

The purpose of this non-exclusive agreement between Comprehensive Credit Services Inc. and Convergys Philippines Services Corporation (Convergys) is to conduct pre-employment screening to Convergys that requires a thorough validation and authentication of all information submitted prior to hiring.

Key Notes:

Contract Term:

- Two (2) Years
- July 1, 2016 – June 30, 2018

Scope of Service:

- Background Investigation (Pre-employment Screening)

Fees (Per Service Rate)

Per Service Rates	Normal	Express
Character Checking	PHP 300.00	PHP 600.00
Residence Checking	Actual Cost	Actual Cost
Employment Verification	PHP 800.00	PHP 1,600.00
Education Verification	PHP 600.00	PHP 1,200.00
NBI Verification (proposed - July 17, 2017)	PHP 150.00	PHP300.00
PRC Verification	PHP 300.00	PHP 600.00
Negative Records Check via CMAP	PHP 300.00	PHP 600.00

Residence Checking Rate

OCULAR VISIT MTC & RTC	TAT	Cost
✓ Metro Manila Area	2 working days	PHP 500.00

AREA	TAT	Per Report
Cavite Region IV-A	2 days	Php546.00
Bacoor		
Imus		
Kawit		
Noveleta		
Rosario		
Tanza		Php714.00
Cavite Region IV-B	3 days	Php786.00
Cavite City		
Naic		
Trece Martires		
General Trias		
GMA		
Dasmariñas		Php714.00
Carmona		
Cavite Region IV-C	3 days	Php948.00
Ternate		
Silang		
Amadeo		
Mendez		
Tagaytay		
Alfonso		
Maragondon		
Indang		
Magallanes		
Gen. Emilio Aguinaldo		
Rizal Region IV-A	2 days	Php546.00
Cainta		
Taytay		
Antipolo		
Rizal Region IV-B	3 days	Php738.00
Angono		
Binangonan		
Cardona		
Morong		
Teresa		
San Mateo		
Baras		
Tanay		
Pili		
Jala Jala		
Montalban		

AREA	TAT	Per Report
Laguna Region IV-A	2 days	
San Pedro		Php546.00
Binan		Php714.00
Sta Rosa		
Cabuyao		
Laguna Region IV-B	3 days	
Calamba		
Los Banos		
Bay		
Calauan		
Victoria		
Nagcarlan		
Rizal		
San Pablo		
Alaminos	3 days	
Laguna Region IV-C		
Liliw		
Majayjay		
Cavinti		
Luisiana		
Magdalena		
Sta Cruz		
Pagsanjan		
Lumban		
Kalayaan		
Paete		
Pakil		
Pangil		
Mabitac		
Famy		
Sinuluan		
Sta Maria		

AREA	TAT	Per Report
Quezon Region IV-A		
San Antonio		
Tiaong		
Dolores		
Sariaya		
Candelaria		
Lucban		
Tayabas		
Pagbilao		
Sampaloc		
Lucena		
Mauban		
Polillo Island	5 days	Php 4,500.00
Quezon Region IV-B		
Alimonan		Php 1,578.00
Padre Burgos		
Agdangan		
Unisan		
Plaridel		
Gumaca		
Pilogo		Php 1,818.00
Maca Lelon		
Gen. Luna		
Catanauan		
Mulanay		Php 1,938.00
San Francisco		
San Andres		
San Narciso		
Buena Vista		
Guinayangan		
Lopez		
Calauag		
Tagkawayan		
Alabat		
Perez		

AREA	TAT	Per Report
Batangas Region IV-A	3 days	Php1,050.00
Sto. Tomas		
Tanauan		
Malvar		
Talisay		
Laurel		
Balete		
Lipa City		
Mataas na Kahoy		
Lian		
Nasugbu		
Balayan		
Calaca		
Tuy		
Lemery		
Taal		
Sta Teresita		
Alitagtag		
Cuenca		
San Jose	3 days	Php1,050.00
San Luis		
Bauan		
San Pascual		
Batangas City		
Ibaan		
Rosario		
Padre Garcia		
Taysan		
Batangas Region IV-B		
San Juan	3 days	Php1,356.00
Mabini		
Catatagan		
Lobo		
Oriental Mindoro	5 days	Php 5,000.00
Occidental Mindoro	5 days	Php 5,000.00
Palawan	5 days	Php 5,000.00
El Nido Palawan	5 days	Php 8,000.00
Marinduque	5 days	Php 5,500.00
Romblon	5 days	Php 5,000.00

AREA	TAT	Per Report
Bicol Region V		
Camarines Sur		
Naga		
Pili		Php2,820.00
Iriga City		
Legazpi		Php3,060.00
Catanduanes		Php 4,700.00
Sorsogon		Php4,860.00
Masbate	4 – 5 days	Php 5,000.00
Region III - Central Luzon		
Bulacan	2 days	Php738.00
Pampanga	3 days	Php786.00
Tarlac	3 days	Php786.00
Zambales	4 days	Php1,620.00
Bataan	4 days	Php1,620.00
Nueva Ecija	3 days	Php786.00
Cordillera Admin Region		
Benguet	4 days	Php700.00
Baguio	4 days	Php700.00
Ifugao	4 days	Php1,800.00
Mountain Province	5 days	Php2,340.00
Kalinga	5 days	Php2,340.00
Abra	5 days	Php2,340.00
Apayao	5 days	Php2,340.00
Region II - Cagayan Valley		
Nueva Vizcaya	4 days	Php2,154.00
Quirino	4 days	
Isabela	5 days	Php2,274.00
Cagayan	5 days	
Tuguegarao	5 days	Php2,274.00
Region I - Ilocos/Pangasinan		
Pangasinan	4 days	Php954.00
La Union	4 days	Php984.00
Ilocos Sur	5 days	Php2,394.00
Ilocos Norte	5 days	Php2,394.00

AREA	TAT	Per Report
WESTERN VISAYAS		
Aklan		
Capiz		4 days Php1,962.00
Iloilo		4 days Php1,134.00
Antique		2 days Php1,362.00
Guimaras		4 days Php1,362.00
Negros Occidental		3 days Php1,134.00
Bacolod		
Talisay		2 days Php1,362.00
Victoria		
Cadiz		
Sagay		
Bago		3 days Php1,410.00
La Carlota		
San Carlos		
Kabankalan		Php1,494.00
CENTRAL VISAYAS		
Bohol		
Cebu		4 days Php1,140.00
Danao		
Lapu-Lapu		
Mandaue		2 days Php954.00
Toledo		
Negros Oriental		4 days Php2,160.00
EASTERN VISAYAS		
Samar		5 days Php 5,700.00
Ormoc Leyte		5 days Php 5,000.00
Southern Leyte		5 days Php 7,000.00
MINDANAO		
Misamis Oriental		
Cagayan De Oro		2 days Php630.00
Gingoog		3 days Php894.00
Agusan Del Norte		
Butuan		3 days Php2,160.00
Agusan Del Sur		
Properidad		3 days Php1,374.00
Surigao Del Sur		
Tandag		4 days Php2,130.00

AREA	TAT	Per Report
Lanao Del Norte		
Tubod		
Ilagan	3 days	Php1,080.00
Bukidnon		
Malanbalay		Php1,194.00
Lanao Del Sur (ARMM)	3 days	Php1,014.00
Marawi		
Misamis Occidental	3 days	Php1,314.00
Oroquieta		
Ozamis		Php1,794.00
tangub	4 days	Php2,754.00
Zamboanga Del Norte		
Dipolog		
dapitan	4 days	Php2,994.00
Zamboanga Del Sur		
Pagadian	3 days	Php2,034.00
Zamboanga City	4 days	Php2,394.00
Davao del Sur		
Davao city		Php894.00
Digos	2 days	Php660.00
Davao del Norte		
Tagum	2 days	Php720.00
Compostela Valley		
Nasunturan	3 days	Php900.00
Davao Oriental	3 days	Php2,400.00
Mati	3 days	Php840.00
North Cotabato		
Kidapawan	3 days	Php1,218.00
South Cotabato		
Koronada		
General Santos	3 days	Php1,794.00
Sarangani		
Alabel	4 days	Php1,914.00
Sultan Kudarat		
Maguindanao		
Shanss Aguak	4 days	Php2,094.00

Limitations:

- The agreement will be conducted on a contingency basis unless otherwise stated in the specific Work Requirement.

Remarks:

- Convergys has existing contract with CCSI per Package (Fresh Graduate and Full Package for experienced applicants). The addendum pertains to applicable rates per service.

CLV





Supplier Contract Approval & Tracking Document

Contract Description: RECRUITMENT CONTRACT - Work Order –
WO2-2016.07.01

Supplier: COMPREHENSIVE CREDIT SERVICES INC
Contract Type: EXHIBIT
Contract Value: \$5,459.08
Term: 7/1/2016 to 6/30/2018
SPID: 3338

Rebecca

Title: Sr Manager

CLV

Title: Director TA

A handwritten signature in black ink, appearing to read "Rebecca" or a similar name.

**WORK ORDER NO. 002-2017 TO
PROFESSIONAL SERVICES AGREEMENT**

This WORK ORDER No. 002-2017 ("WO"), dated the 1st day of August, 2017, (the "Effective Date") is attached to and made a part of that certain Professional Services Agreement, effective July 1, 2016 ("Agreement"), by and between [Company], a Comprehensive Credit Services Inc. corporation ("Provider") and Convergys Philippines Services Corporation, a Philippine corporation ("Convergys"). All defined terms used herein will have the meaning ascribed to such terms as set forth in the Agreement unless otherwise defined herein.

A. Coverage of Background Investigation

PEOPLE INFORMATION-PRE-EMPLOYMENT SCREENING

1. Character reference check – three references and excluding any next of kin. Any additional reference check other than the initially provided shall be charged according to rates stated below.
2. Employment check - up to 7 years trace back. Checking will be conducted through emails or phone calls primarily with the employer's Human Resources or Immediate Superior, or whichever is available. Should there be employers who would release the result beyond our committed turnaround time, the reports submitted to client will be supplemented upon release of the employment result.

CCSI reserves the right to charge additional fees, upon approval from the client, for employment requiring actual visits.

3. Education - verification of claimed highest educational attainment. Main source is the Registrar's Office. Other alternative sources are the College or Deans, Placement, and Alumni offices.
 - a. **One school/college/university per checking.**
 - b. Any additional education verification shall be considered a new checking.
 - c. Any additional school/college/university provided shall be considered a new checking and shall be charged according to the rate stated below.
 - d. Validation of additional Education related document shall be subject to an additional charge, upon approval of client according to the agreed upon rate.
4. CCSI Database check (negative records such as court cases, cancelled cards, delinquent accounts for collection)

REQUIREMENTS FROM CLIENTS:

1. Application forms and / or resumes which will contain the following:
 - Names and contact details of employment references
 - At least three (3) character references with complete contact details
 - Other pertinent information necessary for the background check process
2. School Documents
 - Letter of Authorization
 - Transcript of Records (TOR), Certificate of Graduation, or Diploma

B. RATES (in PhP)

Per Service Rates	Normal	Express
Character Checking	PHP 300.00	PHP 600.00
Residence Checking	Actual Cost	Actual Cost
Employment Verification	PHP 800.00	PHP 1,600.00
Education Verification	PHP 600.00	PHP 1,200.00
NBI Verification (proposed - July 17, 2017)	PHP 150.00	PHP300.00
PRC Verification	PHP 300.00	PHP 600.00
Negative Records Check via CMAP	PHP 300.00	PHP 600.00

Residence Checking Rate

OCULAR VISIT MTC & RTC:	TAT	Cost
✓ Metro Manila Area	2 working days	PhP 500.00

AREA	TAT	Per Report
Cavite Region IV-A	2 days	
Bacoor		
Imus		Php546.00
Kawit		
Noveleta		
Rosario		Php714.00
Tanza		
Cavite Region IV-B	3 days	
Cavite City		
Naic		
Trece Martires		Php786.00
General Trias		
GMA		
Dasmariñas		Php714.00
Carmona		
Cavite Region IV-C	3 days	
Ternate		
Silang		
Amadeo		
Mendez		
Tagaytay		Php948.00
Alfonso		
Maragondon		
Indang		
Magallanes		
Gen. Emilio Aguinaldo		
Rizal Region IV-A	2 days	
Cainta		
Taytay		Php546.00
Antipolo		
Rizal Region IV-B	3 days	
Angono		
Binangonan		
Cardona		
Morong		
Teresa		Php738.00
San Mateo		
Baras		
Tanay		
Pitaya		
Jala Jala		
Montalban		