CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** executed this _____ between:

COMPREHENSIVE CREDIT SERVICES INC., a corporation organized and existing under the laws of the Philippines, with principal office at **Unit 2405 San Miguel Bldg., San Miguel Avenue corner Shaw Blvd., Pasig City** represented herein by its Chairman, **ROBERTO LL. CASTILLO** herein referred to as the **SERVICE PROVIDER.**

And

ALORICA PACIFIC RIM INC. a corporation organized and existing under the laws of the Philippines, with principal office at **9f Citibank Center, Paseo De Roxas Makati City** herein referred to as **CLIENT**;

WITNESSETH THAT:

WHEREAS, the **CLIENT** is desirous of engaging the services of the **SERVICE PROVIDER** to handle its Background Investigation service requirements prior to the approval of the application of the applicant;

WHEREAS, the **SERVICE PROVIDER** represents that it has the competence and expertise, financial and technical capacity, trained personnel; equipment and other resources necessary to provide the aforementioned services;

WHEREAS, upon offer and acceptance made by one party to the other, the parties hereto have agreed to enter into this Agreement whereby the **SERVICE PROVIDER** shall render the aforementioned services in favor of the **CLIENT**, subject to the terms and conditions herein below set forth.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. **SCOPE OF SERVICES**

The **SERVICE PROVIDER** shall undertake such activities as may be allowed under the law, which are necessary for the background investigation of the credit applicants. The services to be rendered by the **BACKGROUND/CREDIT INVESTIGATOR** shall include the following:

1.1 **RESIDENCE / NEIGHBORHOOD CHECKING** – Confirmation of the applicants residence/neighborhood;

1.2 **SCHOLASTIC CHECKING** – Verification and confirmation of school records of the applicant;

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1.3 **EMPLOYMENT/PRE-EMPLOYMENT CHECKING** – Verification and confirmation of employment and/or business of the applicant.

1.4 **RELATED SERVICES** – Validation of credit applicants contact telephone number and other pertinent information.

2. SERVICE AREA

2.1 The SERVICE AREA shall cover the following cities and municipalities nationwide:

a. Luzon Area:

Metro Manila	Bulacan
Taguig	Pampanga
Cainta	Nueva Ecija
Cavite 1:	
Bacoor, Imus	Tarlac
Laguna 1:	
San Pedro, Biñan	Pangasinan
Rizal:	
Antipolo	La Union
Cavite 2:	
Dasmariñas, Carmona	
GMA, Tanza, Rosario, Trece Martirez	Laguna 3: Los Baños, Calamba, Canlubang, San Pablo
	Batangas
	Cavite 3:
Laguna 2: Cabuyao, Sta. Rosa	Silang, Mendez, Indang, Alfonso, Ternate, Tagaytay
Rizal 3:	Quezon 2:
Tanay, Morong, Teresa, Pililla, Cardona	Sariaya, Lucena, Candelaria, Tiaong,
	Bataan, Zambales,
Binangonan, San Mateo	Baguio, Trinidad Valley
	Abra, Ilocos Norte,
Tuguegarao	Ilocos Sur
Gumaca Quezon	Isabela
Cagayan Valley	Nueva Vizcaya

b. Visayas Area:

Cebu	Negros / Panay

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Mandaue City
Lapu Lapu City
Cebu Towns:

Carcar, San Fernando, Naga, Minglanilla, Talisay, Consolacion, Liloan, Compostela, Danao, Cordoba

Iloilo, Bacolod

c. Mindanao Area:

BASED DAVAO:
Davao City
Cumbal Province
Surigao del Sur
General Santos
Mati

Tagum City
Agusan del Sur
Cotabato
Digos

BASED CDO:
Cagayan de Oro
Butuan City
Iligan City
Pagadian

Ozamis City
Oroquieta City
Bukidnon
Zamboanga

3. REPRESENTATIONS AND WARRANTIES

A. **SERVICE PROVIDER** warrants that it is an independent service contractor in the Philippines and that it performs its services on its own account, under its own responsibility, according to its own manner and method, free from direct control and supervision of the **CLIENT** on all matters relating to or connected with performance of the service covered under this Agreement, except as to result thereof.

B. **SERVICE PROVIDER** exercises sole control and discretion with the hiring, discipline, control and termination of its credit investigators, employees and other Representatives. No employee – employer relationship exists between the **CLIENT** and the personnel, employees, agents and other representatives of the **SERVICE PROVIDER.**

C. **CLIENT** shall have the right to defer payment of any amount due and payable to the **SERVICE PROVIDER** until such time that **SERVICE PROVIDER** shall have complied, submitted and surrendered its entire obligation, documents and report under this agreement to the satisfaction of the **CLIENT**.

D. **SERVICE PROVIDER** warrants to deliver the complete Background Investigation Report to the **CLIENT** within five (5) working days from the date the assignment was received by **SERVICE PROVIDER**, for assignments within Metro Manila, to include Valenzuela, Cainta, Bacoor and San Pedro; case-to-case for Provincial assignments.

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E. In the event assignments are not accomplished within the specified period of time due to circumstances beyond **SERVICE PROVIDER** control (e.g. unlocated / fictitious address and fortuitous events), **CREDIT INVESTIGATOR** shall furnish the **CLIENT** a written report on the reasons and status of pending documents within hours from the lapse of required period of time.

4. OBLIGATIONS OF SERVICE PROVIDER

Comprehensive Credit Services, Inc. undertakes the following:

4.1 All background investigations conducted pursuant to this Agreement shall be undertaken by competent, trained and qualified background/credit investigation personnel of the **SERVICE PROVIDER**;

4.2 The **SERVICE PROVIDER** shall ensure and warrant that its background investigation personnel shall conduct actual ocular inspections, interviews and investigations in connection with all referrals made by the **CLIENT** and that all reports required under this Agreement shall be rendered truthfully and correctly in every respect. The **SERVICE PROVIDER** warrants the accuracy and truthfulness of the results of investigations submitted to the **CLIENT** based data gathered from third party sources in accordance with instructions from the **CLIENT**;

4.3 The **SERVICE PROVIDER** shall ensure that its background investigation personnel, employees, or representatives shall conduct themselves in a professional manner in all their dealings with the **CLIENT**'s existing or prospective clients and shall act with utmost courtesy to ensure that its acts shall not jeopardize or prejudice the goodwill and reputation of the **CLIENT**.

4.4 The **SERVICE PROVIDER** shall pick up background investigation referrals on a daily basis at and the submission of the background investigation report shall be daily at the same time. Under this Agreement, the turn-around time for the Background Investigation Report shall be a maximum of five (5) working days for Metro Manila and on a case-to-case basis outside Metro Manila.

4.5 The **SERVICE PROVIDER** shall assign a Supervisor for all accounts or background investigation forwarded by the **CLIENT**, to ensure an efficient and accurate background investigation of accounts, as well as, good coordination between the parties;

4.6 The **SERVICE PROVIDER** warrants that all its personnel assigned to handle credit investigation referrals of the **CLIENT** have no criminal record, with good health conditions and no outstanding obligations with the **CLIENT**.

5. OBLIGATIONS OF CLIENT

5.1 The **CLIENT** shall pay the **SERVICE PROVIDER** per attached schedule

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(Annex I).

5.2 The **SERVICE PROVIDER** shall use the same or substantially the same Background Investigation Report Form furnished by the **CLIENT** to the **SERVICE PROVIDER.**

6. BILLING

Billing shall be made every 30th of the month. **CLIENT** shall review and confirm the billing statement and remit payment within five (5) days from receipt thereof. However, no billing shall be paid for jobs deemed deficient (incomplete reports) by the **CLIENT.**

7. CONFIDENTIALITY

The **SERVICE PROVIDER**, its officers, personnel, employees, agents and representatives undertake to keep confidential, except as required by law, all information obtained by it under this Agreement or as a result of the rendition of the background investigation services.

8. GOVERNING LAW, VENUE

This Agreement shall be governed and construed under the laws of the Philippines. Any action arising from the Agreement shall be brought before the courts of Makati City, Pasay City or Pasig City.

9. NON-ASSIGNABILITY

The **SERVICE PROVIDER** shall not assign or transfer any of its rights, interest, and obligations under this Agreement without the prior written consent of the **CLIENT**.

10. NON-LIABILITY

The **SERVICE PROVIDER** shall save the CLIENT and all its officials, employees, personnel and representatives free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted by any person or entity by reason of this Agreement and its implementation.

11. SEVERABILITY

If a competent court declares any provision of this Agreement invalid, the remaining provisions shall nevertheless remain in full force and effect.

12. EFFECTIVITY

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This Agreement shall become effective upon the signing hereof and shall continue to remain valid for one year (1 year) and enforceable between the parties unless terminated by either party upon thirty (30) days prior written notice given by one to the other, without prejudice to the rights and obligations that have accrued as of the giving of such notice.

In the event of termination of this Agreement, **SERVICE PROVIDER** shall render a final report on the status of all pending accounts covered under this Agreement. This report shall be submitted to the **CLIENT** within a period of 15 days after the date of effectivity of the termination.

Any amendments/revisions on any of the terms and conditions in this **AGREEMENT**, shall take effect only upon the written agreement of both parties. All other terms and conditions shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this **AGREEMENT**.

COMPREHENSIVE CREDIT SERVICES, INC.

By:

MS. MARY ANN T. MACATUAY
General Manager

ALORICA INC.

By:

CARMELA Z. SAIS
VP- HR/TA

WITNESSES:

PETER GIOVANNI R. FLORES
DATE: 6/27/13

ACKNOWLEDGMENT

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REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

BEFORE ME personally appeared:

NAME	CTC. NO.	PLACE/DATE OF ISSUE
MARY ANN T. MACATLAX		

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 JUL 3 1 2013 in MAKATI CITY

Doc. No. 380;
Page No. 79;
Book No. 342;
Series of 2013

ATTY. LOPE M. VELASCO
NOTARY PUBLIC
Until December 31, 2013
Appt. No. M-136 Makati City
IBP #905610-Pasig City-11/09/12
PTR #3671504-MAKATI-01/02/13
TIN # 212-905-889
S.C. Roll No. 28757
4250 Sen. Gil Puyat Ave., San Lorenzo Village
Makati City

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ANNEX 1: RATES

Contents of the Report: **Php 450.00** **TAT : 5 working days**

- ***Academic Verification***
- ***Employment Verification for 5 years***
- ***Professional Character Reference Check***
- ***Address Verification via phone***
- ***SSS number traces***

Additional Cost for SSS Re-Run **Php 200.00**

*The above stated rates are subject to 12% Vat.

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CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** executed this _____ between:

COMPREHENSIVE CREDIT SERVICES INC., a corporation organized and existing under the laws of the Philippines, with principal office at **Unit 21B Petplans Bldg. Edsa Guadalupe Makati City** represented herein by its General Manager, **MARY ANN T. MACATUAY** herein referred to as the **SERVICE PROVIDER.**

And

ALORICA PHILIPPINES, INC a corporation organized and existing under the laws of the Philippines, with principal office at 5F **Alphaland Southgate Tower 2258 Chino Roces Ave. cor. Edsa Makati City** herein referred to as **CLIENT**;

WITNESSETH THAT:

WHEREAS, the **CLIENT** is desirous of engaging the services of the **SERVICE PROVIDER** to handle its Background Investigation service requirements prior to the approval of the application of the applicant;

WHEREAS, the **SERVICE PROVIDER** represents that it has the competence and expertise, financial and technical capacity, trained personnel; equipment and other resources necessary to provide the aforementioned services;

WHEREAS, upon offer and acceptance made by one party to the other, the parties hereto have agreed to enter into this Agreement whereby the **SERVICE PROVIDER** shall render the aforementioned services in favor of the **CLIENT**, subject to the terms and conditions herein below set forth.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. **SCOPE OF SERVICES**

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1.1 **RESIDENCE / NEIGHBORHOOD CHECKING** – Confirmation of the applicants residence/neighborhood;

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1.3 **EMPLOYMENT/PRE-EMPLOYMENT CHECKING** – Verification and confirmation of employment and/or business of the applicant.

1.4 **RELATED SERVICES** – Validation of credit applicants contact telephone number and other pertinent information.

2. SERVICE AREA

2.1 The SERVICE AREA shall cover the following cities and municipalities nationwide:

a. Luzon Area:

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Rizal:	
Antipolo	La Union
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Dasmariñas, Carmona	
GMA, Tanza, Rosario, Trece Martirez	Laguna 3: Los Baños, Calamba, Canlubang, San Pablo
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	Cavite 3:
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Rizal 3: Tanay, Morong, Teresa, Pililla, Cardona	Quezon 2: Sariaya, Lucena, Candelaria, Tiaong,
Binangonan, San Mateo	Bataan, Zambales, Baguio, Trinidad Valley
Tuguegarao	Abra, Ilocos Norte, Ilocos Sur
Gumaca Quezon	Isabela
Cagayan Valley	Nueva Vizcaya

b. Visayas Area:

Cebu	Negros / Panay

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Mandaue City
Lapu Lapu City
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Iloilo, Bacolod

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BASED DAVAO:

Davao City
Cumbal Province
Surigao del Sur
General Santos
Mati

Tagum City
Agusan del Sur
Cotabato
Digos

BASED CDO:

Cagayan de Oro
Butuan City
Iligan City
Pagadian

Ozamis City
Oroquieta City
Bukidnon
Zamboanga

3. REPRESENTATIONS AND WARRANTIES

A. **SERVICE PROVIDER** warrants that it is an independent service contractor in the Philippines and that it performs its services on its own account, under its own responsibility, according to its own manner and method, free from direct control and supervision of the **CLIENT** on all matters relating to or connected with performance of the service covered under this Agreement, except as to result thereof.

B. **SERVICE PROVIDER** exercises sole control and discretion with the hiring, discipline, control and termination of its credit investigators, employees and other Representatives. No employee – employer relationship exists between the **CLIENT** and the personnel, employees, agents and other representatives of the **SERVICE PROVIDER.**

C. **CLIENT** shall have the right to defer payment of any amount due and payable to the **SERVICE PROVIDER** until such time that **SERVICE PROVIDER** shall have complied, submitted and surrendered its entire obligation, documents and report under this agreement to the satisfaction of the **CLIENT**.

D. **SERVICE PROVIDER** warrants to deliver the complete Background Investigation Report to the **CLIENT** within five (5) working days from the date the assignment was received by **SERVICE PROVIDER**, for assignments within Metro Manila, to include Valenzuela, Cainta, Bacoor and San Pedro; case-to-case for Provincial assignments.

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E. In the event assignments are not accomplished within the specified period of time due to circumstances beyond **SERVICE PROVIDER** control (e.g. unlocated / fictitious address and fortuitous events), **CREDIT INVESTIGATOR** shall furnish the **CLIENT** a written report on the reasons and status of pending documents within hours from the lapse of required period of time.

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5. OBLIGATIONS OF CLIENT

5.1 The **CLIENT** shall pay the **SERVICE PROVIDER** per attached schedule

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(Annex I).

5.2 The **SERVICE PROVIDER** shall use the same or substantially the same Background Investigation Report Form furnished by the **CLIENT** to the **SERVICE PROVIDER.**

6. BILLING

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8. GOVERNING LAW, VENUE

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9. NON-ASSIGNABILITY

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12. EFFECTIVITY

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this **AGREEMENT**.

COMPREHENSIVE CREDIT SERVICES, INC.	**ALORICA INC.**
By:	**By:**
MS. MARY ANN T. MACATUAY **General Manager**	CARMELA E. SALS VP. HR/TA

WITNESSES:

PETER GIOVANNI P. FLORES
DATE 6/27/13

ACKNOWLEDGMENT

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REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

BEFORE ME personally appeared:

NAME	CTC. NO.	PLACE/DATE OF ISSUE
MARY ANN T. MACATLAY		

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 JUL 3 1 2013 in MAKATI CITY

ATTY. LOPE M. VELASCO
NOTARY PUBLIC
Until December 31, 2013
Appt. No. M-136 Makati City
IBP #905610-Pasig City-11/09/12
PTR #3671504-MAKATI-01/02/13
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Makati City

Doc. No. 389;
Page No. 79;
Book No. 342;
Series of 2013

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ANNEX 1: RATES

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- *Professional Character Reference Check*
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Dasmariñas,
Carmona

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Rosario, Trece
Martirez

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Cabuyao,
Sta. Rosa

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Tanay, Morong,
Teresa, Pililla,
Cardona

Binangonan, San
Mateo
Tuguegarao

Gumaca Quezon
Cagayan Valley

Bulacan
Pampanga
Nueva Ecija
Tarlac

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Candelaria, Tiaong,
Bataan, Zambales,
Baguio, Trinidad
Valley
Abra, Ilocos Norte,
Ilocos Sur
Isabela
Nueva Vizcaya

b. Visayas Area:

Cebu

Negros / Panay

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Lapu Lapu City
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Surigao del Sur
General Santos
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Cotabato
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(Annex I).

5.2 The **SERVICE PROVIDER** shall use the same or substantially the same Background Investigation Report Form furnished by the **CLIENT** to the **SERVICE PROVIDER.**

6. **BILLING**

Billing shall be made every 30th of the month. **CLIENT** shall review and confirm the billing statement and remit payment within five (5) days from receipt thereof. However, no billing shall be paid for jobs deemed deficient (incomplete reports) by the **CLIENT.**

7. **CONFIDENTIALITY**

The **SERVICE PROVIDER**, its officers, personnel, employees, agents and representatives undertake to keep confidential, except as required by law, all information obtained by it under this Agreement or as a result of the rendition of the background investigation services.

8. **GOVERNING LAW, VENUE**

This Agreement shall be governed and construed under the laws of the Philippines. Any action arising from the Agreement shall be brought before the courts of Makati City, Pasay City or Pasig City.

9. **NON-ASSIGNABILITY**

The **SERVICE PROVIDER** shall not assign or transfer any of its rights, interest, and obligations under this Agreement without the prior written consent of the **CLIENT**.

10. **NON-LIABILITY**

The **SERVICE PROVIDER** shall save the CLIENT and all its officials, employees, personnel and representatives free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted by any person or entity by reason of this Agreement and its implementation.

11. **SEVERABILITY**

If a competent court declares any provision of this Agreement invalid, the remaining provisions shall nevertheless remain in full force and effect.

12. **EFFECTIVITY**

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This Agreement shall become effective upon the signing hereof and shall continue to remain valid for one year (1 year) and enforceable between the parties unless terminated by either party upon thirty (30) days prior written notice given by one to the other, without prejudice to the rights and obligations that have accrued as of the giving of such notice.

In the event of termination of this Agreement, **SERVICE PROVIDER** shall render a final report on the status of all pending accounts covered under this Agreement. This report shall be submitted to the **CLIENT** within a period of 15 days after the date of effectivity of the termination.

Any amendments/revisions on any of the terms and conditions in this **AGREEMENT**, shall take effect only upon the written agreement of both parties. All other terms and conditions shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this **AGREEMENT**.

COMPREHENSIVE CREDIT SERVICES, INC.	**ALORICA INC.**
By:	**By:**
MS. MARY ANN T. MACATUAY **General Manager**	_____

WITNESSES:

_____ _____

ACKNOWLEDGMENT

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REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME personally appeared:

NAME	CTC. NO.	PLACE/DATE OF ISSUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 _____ in _____

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Page No. _____;
Book No. _____;
Series of 2010

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CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** executed this _____ between:

COMPREHENSIVE CREDIT SERVICES INC., a corporation organized and existing under the laws of the Philippines, with principal office at **Unit 21 – B/ 21F Pet Plans Tower, 444 Edsa Guadalupe Viejo Makati City** represented herein by its **General Manager, Mary Ann T. Macatuay** herein referred to as the **SERVICE PROVIDER.**

And

ALORICA PHILIPPINES INC.

~~**ALORICA PACIFIC RIM INC.**~~, a corporation organized and existing under the laws of the Philippines, with principal office at UNIT **5/F ALPHALAND SOUTHGATE TOWER 2258 CHINO ROCE AVE. COR EDSA MAKATI** herein referred to as **CLIENT**;

WITNESSETH THAT:

WHEREAS, the **CLIENT** is desirous of engaging the services of the **SERVICE PROVIDER** to handle its Background Investigation service requirements prior to the approval of the application of the applicant;

WHEREAS, the **SERVICE PROVIDER** represents that it has the competence and expertise, financial and technical capacity, trained personnel; equipment and other resources necessary to provide the aforementioned services;

WHEREAS, upon offer and acceptance made by one party to the other, the parties hereto have agreed to enter into this Agreement whereby the **SERVICE PROVIDER** shall render the aforementioned services in favor of the **CLIENT**, subject to the terms and conditions herein below set forth.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. **SCOPE OF SERVICES**

The **SERVICE PROVIDER** shall undertake such activities as may be allowed under the law, which are necessary for the background investigation of the credit applicants. The services to be rendered by the **BACKGROUND/CREDIT INVESTIGATOR** shall include the following:

1.1 **RESIDENCE / NEIGHBORHOOD CHECKING** – Confirmation of the applicants residence/neighborhood;

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1.2 **SCHOLASTIC CHECKING** – Verification and confirmation of school records of the applicant;

1.3 **EMPLOYMENT/PRE-EMPLOYMENT CHECKING** – Verification and confirmation of employment and/or business of the applicant.

1.4 **RELATED SERVICES** – Validation of credit applicants contact telephone number and other pertinent information.

2. SERVICE AREA

2.1 The SERVICE AREA shall cover the following cities and municipalities nationwide:

a. Luzon Area:

Metro Manila
Taguig
Cainta
Cavite 1:
Bacoor, Imus
Laguna 1:
San Pedro,
Biñan
Rizal:
Antipolo

Cavite 2:
Dasmariñas,
Carmona

GMA, Tanza,
Rosario, Trece
Martirez

Laguna 2:
Cabuyao,
Sta. Rosa
Rizal 3:
Tanay,
Morong,
Teresa, Pililla,

Bulacan
Pampanga
Nueva Ecija

Tarlac

Pangasinan

La Union

Laguna 3:
Los Baños,
Calamba,
Canlubang, San
Pablo
Batangas
Cavite 3:

Silang, Mendez,
Indang, Alfonso,
Ternate,
Tagaytay
Quezon 2:

Sariaya, Lucena,
Candelaria,

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Cardona	Tiaong, Bataan, Zambales,
Binangonan, San Mateo	Baguio, Trinidad Valley
Tuguegarao	Abra, Ilocos Norte, Ilocos Sur
Gumaca	
Quezon	Isabela
Cagayan Valley	Nueva Vizcaya

b. Visayas Area:

Cebu	Negros / Panay
Mandaue City	Iloilo, Bacolod
Lapu Lapu City	
Cebu Towns:	
Carcar, San Fernando, Naga, Minglanilla, Talisay, Consolacion, Liloan, Compostela, Danao, Cordoba	

c. Mindanao Area:

BASED DAVAO:	
Davao City	Tagum City
Cumbal	
Province	Agusan del Sur
Surigao del Sur	Cotabato
General Santos	Digos
Mati	
BASED CDO:	
Cagayan de Oro	Ozamis City
Butuan City	Oroquieta City

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Iligan City	Bukidnon
Pagadian	Zamboanga

3. REPRESENTATIONS AND WARRANTIES

A. **SERVICE PROVIDER** warrants that it is an independent service contractor in the Philippines and that it performs its services on its own account, under its own responsibility, according to its own manner and method, free from direct control and supervision of the **CLIENT** on all matters relating to or connected with performance of the service covered under this Agreement, except as to result thereof.

B. **SERVICE PROVIDER** exercises sole control and discretion with the hiring, discipline, control and termination of its credit investigators, employees and other Representatives. No employee – employer relationship exists between the **CLIENT** and the personnel, employees, agents and other representatives of the **SERVICE PROVIDER.**

C. **CLIENT** shall have the right to defer payment of any amount due and payable to the **SERVICE PROVIDER** for any specific account or job order until such time that **SERVICE PROVIDER** shall have complied, submitted and surrendered its entire obligation, documents and reports for the specific account under this agreement to the satisfaction of the **CLIENT**.

D. **SERVICE PROVIDER** warrants to deliver the complete Background Investigation Report to the **CLIENT** within five (5) working days from the date the assignment was received by **SERVICE PROVIDER**, for assignments within Metro Manila, to include Valenzuela, Cainta, Bacoor and San Pedro; case-to-case for Provincial assignments.

E. In the event assignments are not accomplished within the specified period of time due to circumstances beyond **SERVICE PROVIDER** control (e.g. unlocated / fictitious address and fortuitous events), **CREDIT INVESTIGATOR** shall furnish the **CLIENT** a written report on the reasons and status of pending documents within hours from the lapse of required period of time.

4. OBLIGATIONS OF SERVICE PROVIDER

Comprehensive Credit Services, Inc. undertakes the following:

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4.1 All background investigations conducted pursuant to this Agreement shall be undertaken by competent, trained and qualified background/credit investigation personnel of the **SERVICE PROVIDER**;

4.2 The **SERVICE PROVIDER** shall ensure and warrant that its background investigation personnel shall conduct actual ocular inspections, interviews and investigations in connection with all referrals made by the **CLIENT** and that all reports required under this Agreement shall be rendered truthfully and correctly in every respect. The **SERVICE PROVIDER** warrants the accuracy and truthfulness of the results of investigations submitted to the **CLIENT** based data gathered from third party sources in accordance with instructions from the **CLIENT**;

4.3 The **SERVICE PROVIDER** shall ensure that its background investigation personnel, employees, or representatives shall conduct themselves in a professional manner in all their dealings with the **CLIENT**'s existing or prospective clients and shall act with utmost courtesy to ensure that its acts shall not jeopardize or prejudice the goodwill and reputation of the **CLIENT.**

4.4 The **SERVICE PROVIDER** shall pick up background investigation referrals on a daily basis at and the submission of the background investigation report shall be daily at the same time. Under this Agreement, the turn-around time for the Background Investigation Report shall be a maximum of five (5) working days for Metro Manila and on a case-to-case basis outside Metro Manila.

4.5 The **SERVICE PROVIDER** shall assign a Supervisor for all accounts or background investigation forwarded by the **CLIENT**, to ensure an efficient and accurate background investigation of accounts, as well as, good coordination between the parties;

4.6 The **SERVICE PROVIDER** warrants that all its personnel assigned to handle credit investigation referrals of the **CLIENT** have no criminal record, with good health conditions and no outstanding obligations with the **CLIENT.**

5. OBLIGATIONS OF CLIENT

5.1 The **CLIENT** shall pay the **SERVICE PROVIDER** per attached schedule (Annex I).

5.2 The **SERVICE PROVIDER** shall use the same or substantially the same Background Investigation Report Form furnished by the **CLIENT** to the **SERVICE PROVIDER.**

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6. BILLING

Billing shall be made every 30th of the month. **CLIENT** shall review and confirm the billing statement and remit payment within five (5) days from receipt thereof. However, no billing shall be paid for jobs deemed deficient (incomplete reports) by the **CLIENT.**

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COMPREHENSIVE CREDIT SERVICES, INC.

By:

MS. MARY ANN T. MACATUAY

General Manager

ALORICA PHILIPPINES INC.

By:

RICHARD WAYNE LOVELAND

Country Manager

GLOMAR DIANZEN

HR Manager

PETER GIOVANNI FLORES

HR Compliance Officer

WITNESSES:

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME personally appeared:

NAME	CTC. NO.	PLACE/DATE OF ISSUE
MARY ANN T. MACATUAY	CCI201317238265	2/18/15 MANDALUYONG
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 _____ in _____

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ANNEX 1

Entry Level Hires:

Contents of the Report: ***P 1,446.00 Vat - EX (TAT 5 days)***

- ✓ Residential Verification via phone
- ✓ Verification of Educational Attainment
- ✓ Character Reference (At least 3)
- ✓ Financial/ Credit Check
- ✓ Criminal Check

Experienced Hires:

Contents of the Report: ***P 1,560.00 Vat - EX (TAT 5 days)***

- ✓ Residential Verification via phone
- ✓ Verification of Educational Attainment
- ✓ Character Reference (At least 3)
- ✓ Financial/ Credit Check
- ✓ Criminal Check
- ✓ Employment Verification (for the last 7 years)

Ala Carte Rates: (Vat – Ex)

- ✓ Criminal Check - Php 500.00
- ✓ SSS Check – Php 300.00
- ✓ Credit Check Php 300.00

Payment shall not be subject to Value Added Tax (VAT) provided that a copy of CLIENT's certificate of exemption/ entitlement in support of the vat-zaro rating and/ or vat exemption is submitted to the SERVICE PROVIDER.

Note: Revised rate for Annex 1 from 5 Years Employment Verification into 7 Years Verification.

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SERIES OF 2016

APPT. AGUSTIN B. CABRERA
Notary Public for Manila
Notarial Commission No. 2015-036
Until December 31, 2016
Roll No. 25047
PTR No. 4886571 / 1-4-16 / Manila
IBP Life Member 05097
MCLE No. V-0003138 / 7-26-14

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