

BACKGROUND/CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **BACKGROUND/CREDIT INVESTIGATION SERVICE AGREEMENT** (AGREEMENT) executed this day of _____ 2018 in _____ by and between:

COMPREHENSIVE CREDIT SERVICES INC., a corporation organized and existing under and by virtue of the laws of the Philippines, with principal office at **Unit 2503 and 2504 25th Floor Summit One Tower, 530 Shaw Blvd, Mandaluyong City**, represented herein by its President, **MIGUEL CARLOS E. CASTILLO**, herein after referred to as the **SERVICE PROVIDER**.

And

CHAILEASE BERJAYA FINANCE CORPORATION a corporation organized and existing under and by virtue of the laws of the Philippines, with principal office at **5/F San Miguel Bldg., 45 San Miguel Ave., Ortigas Center, Pasig City** represented by its **Chief Executive Officer, TAI KUANG HSIEN**, herein after 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 applicants;

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, the **SERVICE PROVIDER** has offered to provide its services to the **CLIENT**, and the **CLIENT** has accepted the offer.

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

1. TERM

The term of this Agreement shall be for a period of one (1) year, to commence on August 17, 2018 up to August 17, 2019 subject to renewal by mutual written agreement of the parties, unless otherwise terminated by either party through a written notice given to the other party at least thirty (30) days before the intended date of termination.

2. 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 **SERVICE PROVIDER** shall include the following: -

- 2.1 **RESIDENCE / NEIGHBORHOOD CHECKING** – Confirmation of the applicants residence/neighborhood;
- 2.2 **SCHOLASTIC CHECKING** – Verification and confirmation of school records of the applicant;
- 2.3 **EMPLOYMENT/PRE-EMPLOYMENT CHECKING** – Verification and confirmation of employment and/or business of the applicant.
- 2.4 **RELATED SERVICES** – Validation of credit applicants contact telephone number and other pertinent information.

The **SERVICE PROVIDER** undertakes to abide by Republic Act No. 10173 or the Data Privacy Act in the confirmation, validation, verification, processing, storage and use of the data acquired through the performance of the services under this Agreement - and to observe and ensure confidentiality of the said data.

3. SERVICE AREA

Please refer to ANNEX I.

4. REPRESENTATIONS AND WARRANTIES

- A. **SERVICE PROVIDER** warrants that it is an independent service contractor in the Philippines in compliance with Department Order No. 174-17 and that it carries on a distinct and independent business and 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** has substantial capital, tools, equipment and facilities necessary to independently carry out its obligations under this Agreement, which it shall actually and directly use for the performance of its services.
- C. All background investigation conducted pursuant to this Agreement shall be undertaken by competent, trained and qualified background/credit investigation personnel of the **SERVICE PROVIDER**;
- D. **SERVICE PROVIDER** exercises sole control and discretion with the hiring, discipline, supervision, control and termination of its credit investigators, employees and other Representatives. No employee – employer relationship exists between the **CLIENT** on one hand and the personnel, employees, agents and other representatives of the **SERVICE PROVIDER**.
- E. **SERVICE PROVIDER** has executed employment contracts with its credit investigation, employees, and other representatives and such employment contracts have complied with the requirements of the applicable labor laws, rules and regulations.

- (Handwritten signatures and initials are visible on the left margin)*
- F. **SERVICE PROVIDER** shall pay its employees their salaries and wages and other benefits, as well as remit the statutory contributions of its employees.
 - G. 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**.
 - H. **CLIENT** shall have the right to defer payment of any amount due and payable to the **SERVICE PROVIDER** under any account subject of a work order issued to **SERVICE PROVIDER** until such time that **SERVICE PROVIDER** shall have complied, submitted and surrendered its entire obligation, documents and report pertinent to the account to the satisfaction of the **CLIENT**. The **CLIENT** shall pay all claims for accounts not otherwise in dispute.
 - I. **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.
 - J. 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), **SERVICE PROVIDER** 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. **CLIENT**, however, reserves the right to determine whether the failure to comply is justified. If not justified, **CLIENT** shall remedies under this contract and under law for such delay.

5. OBLIGATIONS OF SERVICE PROVIDER

The **SERVICE PROVIDER** undertakes the following:

- 5.1 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 that all information and documents submitted to the **CLIENT** are all gathered from and accurately reflect Third Party sourced data and documents in accordance with the instructions of the **CLIENT** and done in accordance with law.
- 5.2 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**.

- 5.3 The **SERVICE PROVIDER** shall receive background investigation referrals on a daily basis thru email and the acknowledgement 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 to ten (5-10) working days for Metro Manila and on a case-to-case basis outside Metro Manila.
- 5.4 The **SERVICE PROVIDER** shall assign a competent and qualified 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.
- 5.5 **SERVICE PROVIDER** shall hold **CLIENT** free and harmless from all claims and liabilities arising from or in connection with any and all claims and cases which may be filed by **SERVICE PROVIDER**'s personnel, former personnel or third parties, including but not limited to claims under the Labor Code of the Philippines and other pertinent social and labor legislations. This undertaking includes, but is not limited to reimbursement of all the expenses, including attorney's fees, incurred by **CLIENT** in said case(s) and whatever claim or money judgment and the performance of any other act which may be imposed under a judgment/decision/resolution/order in such case(s). Any and all reimbursements shall be made within thirty (30) days from receipt of the **CLIENT**'s claim.
- 5.6 In the event of a suit against **CLIENT** brought by any such employee of the **SERVICE PROVIDER** or by any government office or agency or any other person or entity on the theory that the **CLIENT** is the employer of such employee, or for any matter arising or in connection with this agreement, the **SERVICE PROVIDER** shall assist the **CLIENT** in defending this Agreement as an independent contractor contract and shall shoulder/pay any and all expenses relative thereto, and the **SERVICE PROVIDER** shall indemnify and hold the **CLIENT** free and harmless against any suit and judgment which may be made against the **CLIENT** in favor of said person/s.
- 5.7 The **SERVICE PROVIDER** shall use the same or substantially the same Background Investigation Report Form furnished by the **CLIENT** to the **SERVICE PROVIDER**.

6. OBLIGATIONS OF CLIENT

- 6.1 The **CLIENT** shall pay the **SERVICE PROVIDER** per attached schedule (Annex I).
- 6.2 The **CLIENT** shall furnish the **SERVICE PROVIDER** with its duly accomplished Background Investigation Report Form and the pertinent information of the credit applicant.

7. BILLING

SERVICE PROVIDER shall deliver to the **CLIENT** its Billing Statement every fifteenth (15th) day of the month. For the first month of effectivity of this Agreement, payment will be COD upon first endorsement. Thereafter, payments shall be made either through cash or through checks payable to the **SERVICE PROVIDER**. The **SERVICE PROVIDER** agrees to issue forthwith official receipts evidencing payment indicating therein, the amount, bank and check number if applicable, and date, and giving reference to the Billing Statement paid.

CLIENT shall review and confirm the billing statement and remit payment within thirty (30) days from receipt thereof. However, no billing shall be paid for jobs deemed deficient (incomplete reports) by the **CLIENT**.

A late payment charge of 1.5 % of the total billing amount shall be imposed by **SERVICE PROVIDER** for every month delayed payment. Provided, that after the expiration of the thirty (30)-day period for payment, the **CLIENT** shall be granted a grace period of five (5) days within which to pay before the late payment charge is imposed.

The **CLIENT** shall not be held liable for the late payment charge if it is unable to pay on time due to circumstances beyond its control and which are unforeseeable or, if foreseeable, are inevitable or unavoidable even with the exercise of reasonable diligence, and that the **CLIENT** is able to prove the existence of such circumstances with reasonable proof.

The liability of the **CLIENT** herein shall not be offset with the claims which the **CLIENT** may have against the **SERVICE PROVIDER**.

8. CONFIDENTIALITY

The **SERVICE PROVIDER**, its directors, officers, personnel, employees, shareholders, 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 ("Confidential Information"). Failure to mark any of the Confidential Information as such shall not affect its status as Confidential Information under the terms of this Agreement. Confidential Information shall not include any information in the possession of the receiving party (1) that is learned from a third party not under any duty of confidence to the disclosing party; or (2) becomes generally available to the public through no fault of the receiving party or any of its directors, officers, shareholders, employees, agents, successors-in-interest and assigns.

If in the estimation of the **SERVICE PROVIDER** there is a threat to the integrity of the data held by it on behalf of the client or there is a danger of the data being compromised, **SERVICE PROVIDER** has the option of submitting and forwarding all known copies of the data including all storage devices containing the data to the **CLIENT** or the latter's disposition. The **SERVICE PROVIDER** may make the submission at anytime that it

determines it is to the best interest of the parties. The **SERVICE PROVIDER** shall not be held liable for any unauthorized access or loss of data stored after the completion of the background investigation and submission of the data as stated herein provided such unauthorized access or loss is not due to the fault or negligence of the **SERVICE PROVIDER**. In case of completed billed and settled accounts not otherwise in dispute in any manner, the **SERVICE PROVIDER** may erase all data in its provision related to such accounts, unless the **CLIENT** requests a longer period of storage, not to exceed three (3) months.

In case of any such threat or potential threat, the **SERVICE PROVIDER** shall report the same to the National Privacy Commission in accordance with the pertinent laws, rules and regulations.

9. TERMINATION

This Agreement may be terminated by either party for any reason by giving at least thirty (30) days prior written notice to the other. **CLIENT** shall also have the right to immediately terminate this contract after receipt by the **SERVICE PROVIDER** of written notice of termination in the event of breach or default by the **SERVICE PROVIDER** of any of its representations, warranties and obligations under this Agreement.

In the event this Agreement is terminated, the following provisions shall operate:

- a. The **SERVICE PROVIDER** shall stop performing all services relative to the Agreement effective from the date of termination, except as otherwise directed by the **CLIENT**.
- b. The **CLIENT** shall settle any and all accrued fees, charges, and expenses as of the effectiveness date of the termination, which the **SERVICE PROVIDER** is entitled to receive in the course of implementing the provisions of this Agreement.
- c. The **SERVICE PROVIDER** shall turn over any and all information and data it has received or acquired under or pursuant to this Agreement, immediately without need of further demand, whether in physical or digital form, to the **CLIENT**. Should turning the same over be unfeasible, the **SERVICE PROVIDER** shall destroy or delete any and all copies of such information and data unless otherwise provided by the **CLIENT**.

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 effectiveness of the termination.

10. 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.

11. 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**.

12. NON-LIABILITY

Neither party shall be held liable by the other party for any direct, indirect, consequential or contingent damages that may result from the implementation of this Agreement.

SERVICE PROVIDER's liability shall not exceed the actual billing cost of the specific affected account endorsed to the **SERVICE PROVIDER**.

13. SEVERABILITY

In the event that any one or more of the provisions of this Agreement be declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of said provision/s shall not affect the rest of the Agreement, which shall remain in full force and effect.

14. EFFECTIVITY

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 and the provisions of this Agreement.

15. AMENDMENT

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.

16. NON-WAIVER

The failure of a party to take any action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right nor shall the same be construed as a waiver by the party of any other right accruing to such party under this Agreement or under the law. A waiver by the party of a right given hereunder shall not be valid unless the same is in writing and signed by such party.

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

**COMPREHENSIVE CREDIT CHAILEASE BERJAYA FINANCE CORPORATION
SERVICES, INC.**

By:

Mr. Miguel Carlos E. Castillo
President

By:

Mr. Tai Kuang Hsien
Chief Executive Officer

WITNESSES:

Ms. Mary Ann T. Macatulay
Vice President- Marketing
HR & Admin

Ms. Chia-Ying Lee
Head of Credit and Collection Department

ACKNOWLEDGMENT

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

BEFORE ME personally appeared:

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

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 AUG 22 2018 in QUEZON CITY

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Series of 2018


ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. No. Com. No. NP-CGU 1-12-17 until 12-31-2016
IBP O.R No. 1032374 Jan. 2017 up to Dec. 2018
PTR O.R No. 5522486 C 1-3-18 / Roll No. 33832 / TIN# 129-871-009
MCLE No. V-0019206 valid from 04/15/2016 until 04/14/2019/PASIG CITY
Address: 31-F Harvard St Cubao, Q.C.

ANNEX 1

CCSI- CHAILEASE BI RATES

PACKAGE	CONTENTS	ALA CARTE RATES			
		RATE	12% VAT	TOTAL	TAT
Ala carte rate	• Criminal Record Check (Regular)	150.00	18.00	168.00	1 day
	• Criminal Record Check (Rush)	200.00	24.00	224.00	4 hours
	• Employment History Check	150.00	18.00	168.00	1 day
	• Financial/ Credit Checks via CMAP	150.00	18.00	168.00	1 day
	• Global Database Check	300.00	36.00	336.00	1 day
	• Character Reference Check	300.00	36.00	336.00	5 Days
	• Employment Verification Check	350.00	42.00	392.00	5 Days
	• School Verification Check	400.00	48.00	448.00	5 Days
	BI RATES				
PACKAGE	CONTENTS	RATE			TAT
ENTRY LEVEL HIRES	<ul style="list-style-type: none"> Residential Verification via Phone Verification of Educational Attainment Character Reference (At most 3) Financial/ Credit Check Criminal Check 	750.00	90.00	840.00	5-7 days
EXPERIENCED HIRES	<ul style="list-style-type: none"> Residential Verification via Phone Verification of 	900.00	108.00	1,008.00	5-7 days

	<ul style="list-style-type: none"> Educational Attainment Character Reference (At most 3) Financial/ Credit Check Criminal Check Employment Verification (for the last 5 years) Employment History Check 				
EXECUTIVE HIRES	<ul style="list-style-type: none"> Residential Verification via Phone Verification of Educational Attainment Character Reference (At most 3) Financial/ Credit Check Criminal Check Employment Verification (for the last 7 years) Employment History Check 	1,100.00	132.00	1,232.00	5-7 days

CCSI- CHAILEASE FIELD RATES & TAT					
AREAS	Contents	RATES (per check & per area)	12% VAT	TOTAL	TAT
NCR					
<ul style="list-style-type: none"> Cities of Caloocan, Las Pinas, Makati, Malabon, Mandaluyong, Manila, Muntinlupa, Navotas, Paranaque, Pasay, 	<ul style="list-style-type: none"> Personal Data & Residential Neighbourhood 	Php500.00	60.00	560.00	4 Hrs

Pasig, Marikina, Quezon, San Juan, Taguig and Valenzuela and Municipality of Pateros					
	<ul style="list-style-type: none"> Business Verification Check 	Php500.00	60.00	560.00	
Region III (Central Luzon)					
<ul style="list-style-type: none"> Bacoor, Imus, Cavite City, Kawit, Noveleta, & Tanza Cavite 	<ul style="list-style-type: none"> Personal Data & Residential Neighbourhood 	Php500.00	60.00	560.00	1 Day
	<ul style="list-style-type: none"> Business Verification Check 	Php500.00	60.00	560.00	
<ul style="list-style-type: none"> Dasmarinas & Rosario, GMA, Gen. Trias, & Carmona, Naic, Trece Martirez, Silang, Amadeo, Indang, Ternate, Alfonso, Tagaytay Magallanes, Maragondon, Mendez-Nunez, Baileen, Ternate, Alfonso, Tagaytay, Magallanes, Maragondon & Mendez-Nunez 	<ul style="list-style-type: none"> Personal Data & Residential Neighbourhood 	Php685.00	82.2	767.2	1 Day
	<ul style="list-style-type: none"> Business Verification Check 	Php685.00	82.2	767.2	
Region 4-A (Calabarzon)					
San Pedro / Binan Laguna	<ul style="list-style-type: none"> Personal Data & Residential Neighbourhood 	Php500.00	60.00	560.00	1 Day

	od				
	• Business Verification Check				
Sta. Rosa, Cabuyao	• Personal Data & Residential Neighbourhood	Php685.00	82.2	767.2	1 Day
	• Business Verification Check	Php685.00	82.2	767.2	
Calamba, Los Baños, Bay , Victoria, San Pablo, Alaminos, Calauan, Pila, Rizal	• Personal Data & Residential Neighbourhood	Php890.00	106.8	996.8	1 Day
	• Business Verification Check	Php890.00	106.8	996.8	
Mabitac, Magdalena, Majayjay, Paete, Pakil, Pangil, Famy, Sta. Maria, Louisiana, Other parts of Laguna	• Personal Data & Residential Neighbourhood	Php900.00	108.00	1,008	1 Day
	• Business Verification Check	Php900.00	108.00	1,008	
Region 1 (Ilocos)					
• Pangasinan: Agno, Alaminos, Anda, Bani, Bolinao, Burgos, Dasol, Labrador, Mabini & Sual, Other parts of Pangasinan	• Personal Data & Residential Neighbourhood	Php890.00	106.8	996.8	1-2 Days
	• Business Verification Check	Php890.00	106.8	996.8	

Region III (Central Luzon)	<ul style="list-style-type: none"> • AURORA PROVINCE, Baler, Dingalan, Dipaculao, Maria Aurora & San Luis 	<ul style="list-style-type: none"> • Personal Data & Residential Neighbourhood 	Php2,500.00	300.00	2,800	2 Days
		<ul style="list-style-type: none"> • Business Verification Check 	Php2,500.00	300.00	2,800	
<ul style="list-style-type: none"> • Tarlac, Gerona, La Paz, Paniqui, Pura & Victoria, Anao, Camiling, Mayantoc, Moncada, Ramos & Sta. Ignacia, San Clemente & San Manuel 	<ul style="list-style-type: none"> • Personal Data & Residential Neighbourhood 	Php710.00	85.2	795.2		1 Day
	<ul style="list-style-type: none"> • Business Verification Check 	Php710.00	85.2	795.2		

*It is understood by that the rates indicated in this Annex are inclusive of the minimum ten percent (10%) Administrative Fee as under the relevant regulations of the Department of labor and Employment (DOLE)

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minimum
for
each
item