

BACKGROUND/ CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **BACKGROUND/ CREDIT INVESTIGATION SERVICE AGREEMENT**) executed this September 19, 2017 between:

COMPREHENSIVE CREDIT SERVICES INC., a corporation organized and existing under the laws of the Philippines, with principal office at **Unit 2503 and 2505 Summit One Tower, 530 Shaw Blvd, Mandaluyong City**, represented herein by its **President, MIGUEL CARLOS E. CASTILLO** herein referred to as the **SERVICE PROVIDER**.

And

VIVANT CORPORATION a corporation organized and existing under the laws of the Philippines, with principal office at **907-908 Avala Life FGU Center Cebu Business Park Cebu City** represented by its **Chief Operating Officer – Executive Vice President, Arlo G. Sarmiento** 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;
- 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.

Arlo G. Sarmiento
Miguel Carlos E. Castillo

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,	Laguna 3:
Rosario, Trece	Los Baños, Calamba,
Martinez	Canlubang, San Pablo
	Batangas
	Cavite 3:
Laguna 2:	Silang, Mendez,
Cabuyao,	Indang, Alfonso,
Sta. Rosa	Ternate, Tagaytay
Rizal 3:	Quezon 2:
Tanay, Morong,	Sariaya, Lucena,
Teresa, Pililla,	Candelaria, Tiaong,
Cardona	Bataan, Zambales,
Binangonan, San	Baguio, Trinidad
Mateo	Valley
Tuguegarao	Abra, Ilocos Norte,
Gumaca Quezon	Ilocos Sur
Cagayan Valley	Isabela
	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
Iligan City	Bukidnon

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** 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.
- 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, Bacoar 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:

- 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 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**.
- 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**.

6. BILLING

Billing shall be made every 30th of the month. **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**.

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

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.

11. SEVERABILITY

[Handwritten signatures]

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

12. 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.

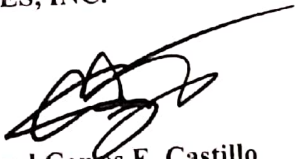
In the event of termination of this Agreement, **SERVICE PROVIDER** shall render a final report on the status of all pending accounts covered under this Agreement. This report shall be submitted to the **CLIENT** within a period of 15 days after the date of effectivity of the termination.

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:


Mr. Miguel Carlos E. Castillo
President

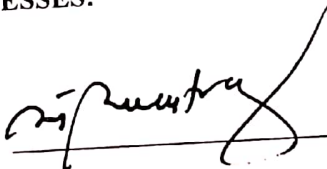
VIVANT CORPORATION

By:


Mr. Arlo G. Sarmiento
COO-EVP

WITNESSES:

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



Denise Mae Blanco
Sr. Manager
HR Department



ACKNOWLEDGMENT

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

BEFORE ME personally appeared:


NAME	CTC. NO.	PLACE/DATE OF ISSUE
<u>ARLO G. SARMIENTO</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.


and voluntary act and deed of the corporation they present.

WITNESS MY HAND AND SEAL this 16 2017 in QUEZON CITY

Doc. No. 412 ;
Page No. 42 ;
Book No. 31 ;
Series of 2010


ATTY. ROGELIO D. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
 AM Adm. Nat.Com. No. NR-000-1-12-17 until 12-31-2016
 IBP O.R No. 1000771-12-17 until Dec. 2018
 PTR O.R. No. 1000771-12-17
 Roll No. 5000271-12-17-009
 MOLE No. 1000271-12-17-009
 Address: 34-F Harvard St. Cubao, Q.C.

13.

 *impunity*

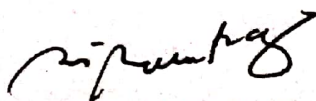
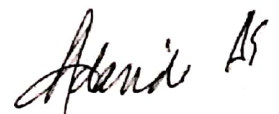
"Annex 1"

ALA CARTE RATES			
PACKAGE	CONTENTS	RATE	TAT
Ala carte rate	<ul style="list-style-type: none"> Criminal Record Check (Regular) 	150.00	1 day
	<ul style="list-style-type: none"> Criminal Record Check (Rush) 	200.00	4 hours
	<ul style="list-style-type: none"> SSS Verification 	150.00	1 day
	<ul style="list-style-type: none"> Financial/ Credit Checks via CMAP 	150.00	1 day
	<ul style="list-style-type: none"> Global Database Check 	300.00	1 day
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	5-7 days
EXPERIENCED 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 (3 most recent) 	900.00	5-7 days
EXECUTIVE HIRES	<ul style="list-style-type: none"> Residential Verification via Phone Highest Educational Verification Character Reference (At most 3) Credit check Criminal Check Employment Verification (3 most recent) 	1,000.00	5-7 days

NOTES:

* Rates are subject to 12% VAT.

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

3



Kindig ng bansa / Country code
PHL

Passports big / Passport no
FC0162055

Apalyido / Surname
SARMIENTO

Pa. galan / Given narvus
ARLO ANGELO

Tringitnang apolyido / Mi tala nar to
GARCIA

18 Dec 75

FILIPINO

Marital Status / Sex

Book of Emancipation / *Book of*
UNITED KINGDOM

Ang mga pagkakatapos / Date of Issue
29 Jan 14

May 1960
DFA CEBU

Araw ng pagkawatang bla / Valid until
28 Jan 19

Lagda ng pinaghaloohan / Holder's signature

27

P<PHLSARMIENTO<<ARLO<ANGELO<<<<<<<<<<<<<<<<<
EC01620665PHL751218OM1901285<<<<<<<<<<<<<<<04

REPUBLIC OF THE PHILIPPINES
KAGAWARAN NG PANANALAPI
KAWANTHAN NG RENTAS INTERNAS
REVENUE REGION NO. 020
REVENUE DISTRICT NO. 123
LARGE TAXPAYERS SERVICE

BIR
Form No. 2303
Revised July 1997

OCBRC0000050431

CERTIFICATE OF REGISTRATION

TIN 242-603-734-000	NAME VIVANT CORPORATION	REGISTRATION DATE 12/23/2005
REGISTERED ADDRESS SUITE 907 AYALA LIFE FGU CEBU BUSINESS PARK CEBU CITY 6000		
REGISTERED ACTIVITY(IES) TAX TYPE INCOME TAX VALUE - ADDED TAX WITHHOLDING TAX - EXPANDED/OTH		
TRADE NAME VIVANT CORPORATION		
LINE OF BUSINESS / INDUSTRY 7499 OTHER BUSINESS ACTIVITIES, N.E.C.		
REGISTRATION FEE WITHHOLDING TAX - COMPENSATION WITHHOLDING TAX - FINAL		

I HEREBY CERTIFY THAT THE ABOVE NAMED PERSON IS REGISTERED AS
INDICATED ABOVE, UNDER THE PROVISIONS OF THE NATIONAL INTERNAL
REVENUE CODE, AS AMENDED.



MARIA SOCORRO O. LOZANO
CHIEF, LT DISTRICT OFFICE - CEBU

REVENUE DISTRICT OFFICER (signature over printed name)

THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY IN THE PLACE OF BUSINESS