

BACKGROUND/ CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **BACKGROUND/ CREDIT INVESTIGATION SERVICE AGREEMENT** (AGREEMENT) executed this JUN 01 2018 between:

COMPREHENSIVE CREDIT SERVICES INC., a corporation organized and existing under the laws of the Philippines, with principal office at **Unit 2503 and 2504 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

EAGLEWATCH SECURITY SERVICES a corporation license to transact business in the Philippines, with principal office at **92A Mezzanine, Prosperity Bldg. West Ave, Quezon City, 1160 Metro Manila** represented by its **Comptroller, SYLVIA AQUINO JAMILA** 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.

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,
Martínez	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
Pagadian	Zamboanga

- 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 account 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-seven (7-10) 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:

- 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 15th of the month, but for first endorsement terms of payment will be on a cash basis. **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.

If in the estimation of the service provider there is a threat to the integrity of the data held by it own 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 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.

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

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.

13. PENALTY CLAUSE

1. Reports with quality issues such as, but not limited to, incorrect report tagging, incomplete caption/summary, incorrect spelling on subject's name, school and/or employer, and wrong information or annexure provided shall be subject to the below penalty.

Percentage of reports with no Quality issues	Penalty
96-100% Report Quality	No penalty
90- 95% Report Quality	5% penalty per report
80 - 89% Report Quality	7.5% penalty per report
70% - 79% Report Quality	10% penalty per report
60% - 69% Report Quality	12% penalty per report
50%-59% Report Quality	15% penalty per report

2. Reports not completed within 11-31 Working Days, penalty clause will apply. However, should there be instances that may result to failure to verify due to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, penalty clause should not apply.

Number of Reports completed in 10WD	Penalty
5-10 Days Reports Completed	No penalty
11-15 Days Reports Beyond TAT	5% penalty per report
16-20 Days Reports Beyond TAT	7.5% penalty per report
21-25 Days Reports Beyond TAT	10% penalty per report
26-30 Days Reports Beyond TAT	12% penalty per report
31 Days Onwards Reports Completed	15% penalty per report

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

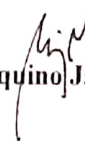
**COMPREHENSIVE CREDIT
SERVICES, INC.**

By:



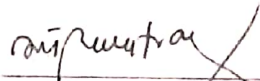
Mr. Miguel Carlos E. Castillo
President

By:



Ms. Sylvia Aquino Jamila

WITNESSES:



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



Ms. Angel Khay Aquino
Assistant Deployment Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME personally appeared:

NAME	GOVERNEMENT ID #	PLACE/DATE OF ISSUE
MIGUEL CARLOS E. CASTILLO	468-132-001-000	MANDALUYONG APRIL 30, 2015
MARY ANN T. MACATUAY	235-508-865-000	MANDALUYONG AUGUST 18, 2010
SYLVIA AQUINO JAMILA	33-0385396-4	
ANGEL KHAY AQUINO		

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 JUN 01 2018 in QUEZON CITY

Doc. No. 411 :
Page No. 83 :
Book No. 8 :
Series of 2018 8

[Signature]
JOHN JOHNSON, SECRETARY
NOTARY PUBLIC
UNTIL 12/31/2018
ROLL NO. 59421, REG. NO. 1-600
PTR NO. 5501, REG. NO. 1-600
IBP NO. 0210, REG. NO. 1-600
MCLE COMP. V. 0019, REG. NO. 1-600
ADM. MATTER NO. AP-052 (2017-2018)
ADD: 112 VIL VELALDO, WEST AVE. 9, CITY

ANNEX I

PACKAGE	CONTENTS	RATE	TAT
ENTRY LEVEL HIRES Package 1	<ul style="list-style-type: none"> • Residential Verification via Phone • Verification of Educational Attainment • Character Reference (At least 3) • Financial/ Credit Check • Criminal Check 	1,440.00	5 days
ENTRY LEVEL HIRES Package 2	<ul style="list-style-type: none"> • Residential Verification via Phone • Verification of Educational Attainment • Financial/ Credit Check • Criminal Check 	1,290.00	5 days
EXPERIENCED HIRES Package 3	<ul style="list-style-type: none"> • Residential Verification via Phone • Verification of Educational Attainment • Character Reference (At least 3) • Financial/ Credit Check • Criminal Check • Employment Verification (for the last 5 years) 	1,560.00	5 days
EXPERIENCED HIRES Package 4	<ul style="list-style-type: none"> • Residential Verification via Phone • Verification of Educational Attainment • Financial/ Credit Check • Criminal Check • Employment Verification (for the last 5 years) 	1,410.00	5 days

Rates are subject to 12% VAT