



**Vendor Master Services Agreement  
between  
COMPREHENSIVE CREDIT SERVICES INC and CONCENTRIX CVG PHILIPPINES, INC**

This Vendor Master Services Agreement ("MSA") is made as of the date of the last signature by both parties ("Effective Date") by and between **CONCENTRIX CVG PHILIPPINES, INC**, 8<sup>th</sup> Floor, Security Land Corporation Building, 6797 Ayala Ave. Makati City, Philippines. ("**CONCENTRIX**"), and, **COMPREHENSIVE CREDIT SERVICES INC**, Unit 2503 & 2504 Summit One Tower 530 Shaw Blvd., Mandaluyong City, Philippines ("**SUPPLIER**"). SUPPLIER and CONCENTRIX may be sometimes referred to in this MSA each individually as a "Party" or collectively as the "Parties." The definitions for the defined terms used in this MSA are contained in either Exhibit "A" or in the body of this MSA.

**1. Scope of Agreement.**

(a) Specific Services under this MSA shall be authorized and provided under an individual statement of work that incorporates the terms of this MSA and signed by CONCENTRIX and SUPPLIER ("SOW"). If an SOW describes Services in a general or summary manner, the Services will include not only Services specifically described but also those that are an inherent, necessary or a customary part of those Services. This MSA does not require that any requests for Services will be forthcoming and does not in any way specify a set amount of request(s) will be submitted to SUPPLIER by CONCENTRIX.

(b) SOWs may be entered into by and between Affiliates of CONCENTRIX and SUPPLIER and may include applicable local terms, to comply with tax, legal, and other local requirements (or to mitigate tax or regulatory liabilities to the extent legally permitted). Affiliates of CONCENTRIX that execute an SOW shall be considered "CONCENTRIX" for all purposes of the SOW; and the SOW shall be a two-party agreement between the entities that execute such applicable SOW.

(c) Unless otherwise expressly provided in a SOW, each SOW (as it is supplemented and amended by the terms and conditions of this MSA) shall be deemed a separate contract by and between SUPPLIER and CONCENTRIX.

**2. Charges.**

(a) An SOW shall specify the basis upon which payment will be made. Unless the SOW specifically provides otherwise, SUPPLIER shall be responsible for providing all necessary administrative or support services required for performance under an SOW, including, but not limited to, secretarial, duplicating and office services/support. It is understood by SUPPLIER that CONCENTRIX is not obligated to pay SUPPLIER for any Services performed or expenses incurred unless expressly authorized under a SOW signed by Concentrix and supported by a Concentrix purchase order. Payment of invoices will not be deemed acceptance of Work or Services, but rather such Work or Services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the relevant SOW. CONCENTRIX may, at its option, either reject Work or Services that do not comply with the acceptance or completion criteria for a refund, or require SUPPLIER, upon CONCENTRIX'S written instruction, to repair or replace such Work or re-perform such Service, without charge and in a timely manner.

(b) CONCENTRIX shall pay for reasonable out-of-pocket costs and expenses required and incurred in performing Services, provided that SUPPLIER has obtained CONCENTRIX's prior written approval of such out-of-pocket costs and expenses in the SOW or Change Order, supported by a CONCENTRIX purchase order. All invoices for such expense must reference an approved CONCENTRIX purchase order to be payable. In no event is CONCENTRIX liable to pay any expense or cost beyond the amount provided in the applicable purchase order. For further clarity, and without limiting the generality of the foregoing provisions, in no event

shall CONCENTRIX be obligated to reimburse SUPPLIER for travel and living expenses of SUPPLIER Personnel unless CONCENTRIX has provided prior written approval to SUPPLIER with a purchase order referencing same.

(c) All invoices, except for amounts disputed in good faith by CONCENTRIX, shall be paid within Thirty (30) days of receipt and approval of the applicable invoice. CONCENTRIX has no obligation to pay to SUPPLIER any invoice (or any portion thereof) when any payment is withheld by CONCENTRIX customer, voluntarily or by court order, as a result of CONCENTRIX customer 1) becoming insolvent or 2) the filing of any voluntary or involuntary proceeding with the Bankruptcy Court of the United States District Court (or any foreign jurisdiction equivalent) with respect to CONCENTRIX customer. SUPPLIER acknowledges that payment by CONCENTRIX customer to CONCENTRIX is a condition precedent to CONCENTRIX's obligation to pay SUPPLIER.

(d) Taxes. SUPPLIER's invoices shall state all applicable taxes, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Work and Services. Unless CONCENTRIX provides SUPPLIER with a valid and applicable exemption certificate, within a commercially reasonable time, CONCENTRIX will pay all applicable sales, use, excise, value added, goods and services, consumption and other taxes or duties that SUPPLIER is permitted or required to collect from CONCENTRIX and which are assessed on the services for which SUPPLIER invoices CONCENTRIX. CONCENTRIX will not be responsible for any penalties related to the tax obligations unless such penalties accrue solely based on the actions or inactions of CONCENTRIX. SUPPLIER will be responsible for remitting applicable taxes. If CONCENTRIX should pay any tax to SUPPLIER and if it is later determined by an applicable taxing authority that that tax was not due, SUPPLIER will refund the amount paid to CONCENTRIX, together with all related interest paid by the applicable taxing authority. Any other taxes imposed with respect to this MSA shall be the responsibility of SUPPLIER. All taxes, levies, or assessments based on the income, leased or purchased property, equipment or software of SUPPLIER shall be paid by SUPPLIER.

If Concentrix provides a direct pay certificate, certification of an exemption from tax or reduced rate of tax imposed by an applicable taxing authority, then SUPPLIER agrees not to invoice or pay any such tax unless and until the applicable taxing authority assesses such tax, at which time SUPPLIER shall invoice and CONCENTRIX agrees to pay any such tax that is legally owed. Concentrix shall withhold taxes as required under applicable law on payments made to SUPPLIER hereunder and shall be required to remit to SUPPLIER only the net proceeds thereof. CONCENTRIX agrees to remit in a timely manner all taxes withheld to the appropriate government authority in each respective jurisdiction. Upon CONCENTRIX's request, SUPPLIER will deliver the appropriate documentation as required by the corresponding jurisdictional tax laws, within fifteen (15) business days from such request.

SUPPLIER will reimburse CONCENTRIX for any claims by any jurisdiction relating to taxes paid by CONCENTRIX to SUPPLIER; and for any penalties, fines, additions to tax or interest thereon imposed as a result of SUPPLIER's failure to timely remit the tax payment to the appropriate governmental authority in each respective jurisdiction. SUPPLIER shall also reimburse CONCENTRIX for any claims made by a taxing jurisdiction for penalties, fines, additions to tax and the amount of interest thereon imposed with respect to SUPPLIER's failure to invoice CONCENTRIX for the correct amount of tax.

(e) SUPPLIER shall maintain accurate and complete records of all amounts billable to, and payments made by, CONCENTRIX under this MSA during the term of this MSA and for a minimum of two (2) years after the termination or expiration of this MSA. CONCENTRIX shall have access to such records, on a confidential basis, notwithstanding any termination or expiration of this MSA or any SOW, upon at least ten (10) days' prior written request to SUPPLIER, during SUPPLIER's normal business hours on one occasion during each year. In the event of any overcharge by SUPPLIER, SUPPLIER shall pay the amounts of such overcharge to CONCENTRIX within ten (10) days of CONCENTRIX notifying SUPPLIER of such overcharge.

(f) Unless otherwise provided by local law without the possibility of contractual waiver or limitation, SUPPLIER will submit invoices, corrected invoices, or other such claims for reimbursement, to CONCENTRIX within ninety (90) days from the date of acceptance of Work or the satisfactory completion of Services. If SUPPLIER does not comply with the foregoing, such invoice(s) will be deemed null, void and unpayable. Exceptions must be specifically authorized by CONCENTRIX.

(g) SUPPLIER agrees that it will not commence any work for CONCENTRIX or incur any related expenses or costs unless and until it has received a CONCENTRIX purchase order expressly authorizing such work. SUPPLIER shall not be entitled to recover any fees, costs, loss, or damages under any legal theory in connection with any work that was commenced prior to receipt of such CONCENTRIX purchase order. Nothing herein or in a Statement of Work obligates CONCENTRIX to issue a purchase order.

### **3. Status of Parties.**

(a) SUPPLIER shall be, and at all times during this MSA shall remain, an independent contractor. SUPPLIER's personnel, including employees, independent contractors, sub-contractors, and temporary employees (collectively referred to herein as "Personnel") shall not have any rights to CONCENTRIX's usual employee fringe benefits, including, but not limited to, worker's compensation benefits, and in no event is any contract of agency or employment intended. SUPPLIER shall comply with all applicable Laws concerning its Personnel. SUPPLIER shall assume all responsibility and liability for the actions or omissions of its Personnel. At all times when SUPPLIER Personnel are working at CONCENTRIX's facility or working on CONCENTRIX-related matters, SUPPLIER Personnel will be required to act in accordance with all CONCENTRIX policies and procedures related to workplace compliance. SUPPLIER shall comply with the Security and Personnel Guidelines attached as Exhibit C and any such other requirements of Concentrix's customer as may be provided in Exhibit D or an SOW.

(b) This Agreement does not grant to SUPPLIER any exclusive rights and shall not prevent CONCENTRIX from using other resellers or distributors. Likewise, the execution of this MSA will not in any way limit Concentrix from: (i) providing to other persons or entities (including End Users), products or services which may be competitive with the products or services of SUPPLIER; or (ii) receiving or providing products or services from/to others who compete with SUPPLIER.

### **4. Duties.**

(a) SUPPLIER's duties shall include, as applicable, the use of its skill and knowledge in completing the Services authorized and the completion of reasonable documentation as shall be required by CONCENTRIX to describe the content, purpose, methods and operation of any Work.

(b) SUPPLIER will use commercially reasonable efforts to ensure the continuity of SUPPLIER's Personnel (as applicable) assigned to perform Services. There will be no charge to CONCENTRIX for any replacement Personnel assigned by SUPPLIER until such replacement has the necessary skills and has acquired the necessary orientation and background to make a productive contribution.

(c) SUPPLIER will truthfully complete any Compliance Assessment Questionnaire provided by CONCENTRIX and that it will update those responses to maintain accuracy as soon as practicable but in any event, no more than ten (10) business days after any material change occurs that would warrant a change in those responses.

(d) The fees and costs that may be charged by SUPPLIER under this MSA and any Statement of Work for Services (the "Fees") will be set forth in the applicable Statement of Work.

(e) SUPPLIER will comply with CONCENTRIX's Supplier Code of Conduct, which can be found at <https://www.concentrix.com/supplier-code-conduct/>.

(f) Subcontractors. Any subcontractor of SUPPLIER that goes on premise or otherwise has electronic access to Concentrix's or a it's customer's systems or facilities must first have the written approval of Concentrix prior to their engagement and access. Supplier shall have agreements in place with its subcontractors that are at least restrictive as the obligations in this Agreement. Supplier undertakes full responsibility for the service levels, acts, and omissions of its employees, subcontractors, and agents as if their actions or inactions were those of SUPPLIER.

## **5. Intellectual Property.**

(a) SUPPLIER hereby, absolutely and without reservation, assigns, transfers, and sets over to CONCENTRIX all right, title and interest of SUPPLIER in and to any and all Work, which SUPPLIER may prepare, discover, make, invent, conceive, reduce to practice, develop, or design, solely or jointly with others, during performance of any Services for CONCENTRIX, or which was directly or indirectly prepared, discovered, made, invented, conceived, developed or designed on the basis of an idea or ideas of SUPPLIER, conceived, reduced to practice, developed or designed on CONCENTRIX's time or at the expense of CONCENTRIX. SUPPLIER covenants and agrees to sign any papers and do all rightful acts or things necessary or appropriate to secure for CONCENTRIX or its successors or assigns, any and all rights, title and interest relating to such Work including patents and copyrights in the United States and foreign countries.

(b) SUPPLIER will not include any Preexisting Materials or Tools in any Work unless they are listed in the SOW. To the extent any Preexisting Materials of SUPPLIER is embedded in the Work delivered to CONCENTRIX, SUPPLIER hereby grants to CONCENTRIX a nonexclusive, worldwide, perpetual, irrevocable, paid-up, license to use, prepare and have prepared derivative works of, execute, reproduce, transmit, display, perform, transfer, distribute, and sublicense Preexisting Materials and Tools as embedded in the Work.

## **6. Confidentiality**

(a) Confidential Information. In the course of fulfilling its obligations under this Agreement, certain Confidential Information may be provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"). For purposes of this Agreement, "Confidential Information" means information that a Party treats as confidential which: (i) is conspicuously marked as "Confidential" or "Proprietary" at the time of disclosure or (ii) whose confidential nature can be reasonably determined by the nature of the information or the circumstances surrounding the disclosure. CONCENTRIX performance metrics, service delivery processes, methodologies, and tools, and pricing information, as well as Personal Data, shall be considered Confidential Information hereunder whether or not marked "Confidential" or "Proprietary." Confidential Information may include information of third parties (including Affiliates of a Party or a customer of CONCENTRIX) that the Disclosing Party is obligated to maintain in confidence. Confidential Information does not include information that: (1) was in the possession of, or was known by, the Receiving Party prior to its receipt from the Disclosing Party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this MSA; (3) is obtained by the Receiving Party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

(b) Confidentiality Obligations. The Receiving Party will only use the Confidential Information of the Disclosing Party as allowed by or in support of its obligations under this MSA. The Receiving Party shall use the same degree of care (but in no event less than a reasonable degree of care) to protect the Disclosing Party's Confidential Information as it uses in protecting its own information of a similar nature. Each Party will restrict access to the other Party's Confidential Information to its and its Affiliates' employees, agents, and representatives (each a "Representative") with a need to know such information

and will have a written agreement in place with such persons that provides no less than the level of protection set forth herein.

(c) Notwithstanding the foregoing, each Party may disclose the other Party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving Party uses reasonable efforts to limit the disclosure and provides the disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

## **7. Warranties**

(a) Infringement Warranty. SUPPLIER warrants that any deliverables, writings, proposals, products, systems, improvements, or processes that SUPPLIER designs for or delivers to CONCENTRIX or CONCENTRIX's customers under this MSA (each a "Deliverable") will in no manner whatsoever infringe upon the privacy, publicity, reputation, or Intellectual Property of SUPPLIER or any third party and that CONCENTRIX shall have full and unencumbered rights thereto. SUPPLIER further warrants that it has not been induced to provide CONCENTRIX with Intellectual Property belonging to anyone else, including a former employer or client. All authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable law) in the Work, to the extent permitted by law.

(b) General Warranties. SUPPLIER warrants that:

- (i) it has the authority, power and the right to enter into this MSA and each SOW, to perform Services and provide the Work hereunder, and that its obligations hereunder are not in conflict with any SUPPLIER obligations to CONCENTRIX or any third parties;
- (ii) each of its Personnel assigned hereunder has the proper skill, training and background necessary to accomplish their assigned tasks, and shall not be registered on any US governmental restricted lists applicable to the Services being provided under a SOW (i.e. - BIS, OFAC, etc.);
- (iii) all Services will be performed in a competent and professional manner, by qualified personnel and will conform to specifications set forth in a SOW;
- (iv) at the time of acceptance, all Work will materially conform to its specifications set forth in a SOW and that for ninety (90) days following CONCENTRIX's acceptance, SUPPLIER shall correct and repair, at no cost to CONCENTRIX and in a timely manner, any defect, malfunction or non-conformity that prevents such Work from conforming and performing as warranted; and if SUPPLIER fails to do so, CONCENTRIX is entitled to a refund of amounts paid for the non-conforming service and may, at its option, terminate the applicable SOW;
- (v) it is in compliance with all applicable Laws including, but not limited to, those relating to anti-corruption, fraud, bribery, data privacy, and export controls and trade sanctions;
- (vii) it shall not incorporate any open source code without Concentrix's express consent and has disclosed to CONCENTRIX in writing the existence of any third party code and open source code, that is included in, is provided in connection with, the Work; and the Work is compliance with all licensing agreements applicable to such third party code;
- (viii) the Work, and licensed software, and any other materials provided by SUPPLIER do not contain harmful code, malware, viruses, or self-executing files;
- (ix) it is knowledgeable with, and is and will remain in full compliance with all applicable export and import laws, regulations, orders, and policies (including, but not limited to, securing all necessary

clearance requirements, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer of technology and software to non U.S. nationals in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology); it is knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and will make best efforts to comply with such recommendations; upon CONCENTRIX's request, it will promptly provide all information necessary to export and import Work under this MSA, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, and will notify CONCENTRIX in writing of any changes to the information provided by SUPPLIER to export and import Work delivered under this MSA;

- (x) unless authorized by applicable government license or regulation, including but not limited to any U.S. authorization, SUPPLIER will not directly or indirectly export or re-export, at any time, any technical information, technology, software, or other commodity furnished or developed under this, or any other, agreement between the parties, or any other product that is developed or produced from or using CONCENTRIX's technical information, technology, software, or other commodity provided under this MSA to any prohibited country (including release of such technical information, technology, software, or other commodity to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations;
- (xi) will not use, disclose, or Transfer across borders any Personal Data that is Processed by Supplier for CONCENTRIX, except to the extent necessary to perform under this MSA;
- (xiii) will implement and maintain appropriate technical and organizational measures and other protections for the Personal Data, (including, without limitation, not loading any Personal Data provided to SUPPLIER on any laptop computers or any portable storage media that can be removed from SUPPLIER's premises unless, in each case, such data has been encrypted and, in the case of portable storage media, such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage;
- (xiv) will report to CONCENTRIX any breaches of security of Personal Data immediately after discovery thereof if the Personal Data was, or could be, accessed, used or acquired by an unauthorized person or compromised in any way; will cooperate fully with CONCENTRIX in investigating any such breaches or compromises; will cooperate fully with CONCENTRIX's requests for access to, correction of, and destruction of Personal Data in SUPPLIER's possession, and will comply with all instructions or other requirements provided or issued by CONCENTRIX from time to time relating to Personal Data, including executing any EU Model Clauses as may be required by CONCENTRIX;
- (xv) the Work is safe for use consistent with and will comply with the warranties, specifications and requirements in this MSA; and
- (xvi) it will not engage in Electronic Self-Help.

**THE WARRANTIES IN THIS AGREEMENT (INCLUDING IN ANY ADDENDUM OR STATEMENT OF WORK HERETO) ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **8. Indemnification.**

- (a) SUPPLIER will defend, hold harmless, and indemnify, including legal fees, Concentrix, its personnel, directors, agents, and officers (each an "Indemnified Party") against third party claims (each a

"Claim") and Losses that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of Supplier or Supplier Personnel or breach by Supplier or Supplier Personnel of any term of this Agreement.

(b) CONCENTRIX shall provide the SUPPLIER with prompt written notice of any such Claim, except that any delay in notification shall not relieve SUPPLIER of its obligations hereunder except to the extent that the delay impairs its ability to indemnify. CONCENTRIX shall cooperate with the SUPPLIER, at the SUPPLIER's sole cost and expense, in the defense of any such Claim. The SUPPLIER shall not agree to any settlement of any such Claim that does not include a complete release of the Indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the Indemnified Party without the prior written consent of the Indemnified Party. CONCENTRIX may participate in the defense of any Claim through its own counsel, and at its own expense.

(c) If SUPPLIER does not or otherwise fails to: (i) acknowledge its indemnification obligation within 5 business days; (ii) assume the defense of a Claim; or (iii) diligently defend the Claim, CONCENTRIX may defend the Claim in such manner as it may deem appropriate (without any obligation to consult with or obtain any consent from the SUPPLIER), at the cost, expense, and risk of the SUPPLIER, including payment of a judgment or award and the costs of settlement or compromise of the Claim. The SUPPLIER shall promptly reimburse CONCENTRIX for all such reasonable and demonstrable costs and expenses, including payment of any judgment or award and the costs of reasonable settlement or compromise of the Claim.

## **9. Term & Termination.**

(a) **Term.** The term of this MSA shall apply for the duration of any SOW subject to it. The term for a particular SOW will be set forth in the SOW.

(b) **Termination for Convenience.** CONCENTRIX shall have the right to terminate this MSA or any SOW for convenience, by providing ten (30) days prior written notice.

(c) **Termination for Breach.** Either party may terminate this MSA or the applicable SOW based on the material breach of the agreement by the other party, if the breaching party fails to cure such breach in all material respects within thirty (30) days of the receipt of written notice to cure from the other party specifying such breach. In such case, CONCENTRIX shall not be liable to pay for Services not rendered or for any other fee or costs that may result from termination pursuant to this Section.

(d) **Termination for Cause.** This MSA or SOW may be terminated by either Party effective immediately and without any requirement of notice, in the event that (i) the other Party files a petition, in bankruptcy, seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of such Party; (iii) any involuntary petition or proceeding, under bankruptcy or insolvency laws, is instituted against such Party and not stayed, enjoined, or discharged within sixty (60) days; (iv) the other Party adopts a resolution for discontinuance of its business or for dissolution. In such case, CONCENTRIX shall not be liable to pay for Services not rendered as a result of termination.

(e) Upon the expiration of this Agreement, each Party will delete, destroy or return all of the other Party's Confidential Information or any third party's Confidential Information, and upon request provide certification that it has complied with this section. Further, SUPPLIER will turn over to CONCENTRIX all Work that has been completed, and paid for, upon the effective date of such expiration or termination. Notwithstanding the foregoing, each Party shall have the right to retain an archival copy of the Confidential Information in compliance with applicable law or established record retention policies,

provided that the confidentiality obligations specified in this MSA shall continue to apply to the retained archival copy.

- (f) If this MSA is terminated but one or more SOWs remain in effect and are not also terminated, this MSA shall remain in effect with respect to each of those SOWs until that particular SOW is itself terminated or performance under that particular SOW is completed.
- (g) Section(s) 3, 5, 6, 7, 8, 9(d), 10, 11, 13, and 14 shall survive the expiration or termination of this MSA or a SOW.

**10. Insurance.** SUPPLIER is required during the term of this MSA and for one (1) year after completion of any applicable SOW to maintain the minimum levels of insurance set forth in Exhibit B. Prior to the commencement of any Services under this MSA and prior to the expiration of any required policy of insurance, SUPPLIER shall cause its insurers or their authorized agent to provide CONCENTRIX with certificates of insurance evidencing the required coverage.

**11. Security.** When SUPPLIER may be on the premises of CONCENTRIX or CONCENTRIX's customers, SUPPLIER will at all times comply with all security regulations and procedures in effect, including any security requirements that are in Exhibit D and any security requirements on the premises of CONCENTRIX or its customers. SUPPLIER will abide at all times with off premises security regulations when the SUPPLIER has Confidential Information. SUPPLIER will not disclose to any third party any information, systems, equipment, ideas, processes or methods or operation observed at CONCENTRIX's facilities or CONCENTRIX's customers' facilities, all of which shall be deemed Confidential Information.

**12. Business Continuity.** SUPPLIER will maintain disaster recovery procedures and policies to minimize interruption to the Services provided under this MSA in the event of disaster, casualty and/or any other contingency contemplated by such disaster recovery procedures and policies. SUPPLIER shall give CONCENTRIX prompt notice of any disaster, casualty or other contingency which delays or prevents SUPPLIER's performance of this Agreement, and SUPPLIER shall use commercially reasonable efforts to resume performance as soon as possible thereafter.

**13. Limitation of Liability**

**(a) Exclusion of Certain Damages.** EXCEPT AS PROVIDED BELOW IN SECTION 13(b), NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS, LOST DATA, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

**(b) Exceptions.** The exclusions set forth in Section 13(a) above shall not apply with respect to: (i) a Party's indemnification obligations, (ii) damages arising from the gross negligence or willful misconduct of a Party; (iii) a Party's willful disclosure in breach of its confidentiality obligations; (iv) a Party's misappropriation of Intellectual Property or trade secrets of the other party; or (v) the loss or unauthorized disclosure by SUPPLIER, its personnel or contractors, of data of CONCENTRIX or those of its clients or their customers.



#### 14. **Miscellaneous.**

(a) All prior or contemporaneous agreements, contracts, proposals, promises, and representations, if any, between the Parties or their Representatives with respect to the subject matter hereof are superseded by, and merged into, this MSA and this MSA constitutes the entire understanding between the Parties with respect to the subject matter hereof. No modification of the terms hereof shall be valid unless set forth in a writing signed by the Party to be charged and then only to the extent therein set forth. Neither the course of dealings or performance between the Parties nor trade usage shall act to modify the terms of this MSA. No waiver of the terms and conditions of this MSA or a SOW or the failure of either party to strictly enforce any term or condition of this MSA or a SOW on one or more occasions shall be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion. This Agreement may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

(b) Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise: (i) The singular includes the plural and conversely; (ii) A gender includes all genders; (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning; (iv) A reference to a Section, Schedule or Exhibit is a reference to a Section of, or a Schedule or Exhibit to, this Agreement, as the case may be; (v) A reference to an agreement or document (including, without limitation, a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document; (vi) A reference to a Party to this Agreement or another agreement or document includes the Party's successors, and permitted assigns; and (viii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. The Parties hereto acknowledge and agree that: (x) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (y) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (z) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

(c) Neither Party will use the name, trademarks, logos, or service marks of the other Party in any news release, publicity, social media, advertising, or endorsement without the prior written approval of the other Party.

(d) If any portion of this Agreement is determined by any court of competent jurisdiction or caused by Federal or State action to be wholly or partially unenforceable, for any reason, such unenforceability shall not affect the balance hereof, if the essential terms and conditions of this Agreement and any SOW remain valid, legal and enforceable.

(e) All notices and communications between the Parties shall be in writing and sent by (i) hand delivery, or (ii) overnight courier to the addresses set forth below, and shall be deemed given when received.

If to <b>CONCENTRIX:</b>	If to <b>SUPPLIER:</b>
Concentrix CVG Philippines, Inc. 8 <sup>th</sup> Floor, Security Land Corporation Building, 6797 Ayala Ave. Makati City, Philippines Attn: VP Legal	Comprehensive Credit Services Inc Unit 2503 & 2504 Summit One Tower 530 Shaw Blvd., Mandaluyong City, Philippines Attn: Miguel Carlos E. Castillo, Vice President

(f) Neither Party shall assign nor transfer, in any manner, any of its respective rights or obligations under this Agreement without the prior written consent of the other Party, the granting of which shall be within such other Party's sole discretion and not unreasonably withheld. Notwithstanding, either Party may assign its rights and obligations in this Agreement to any Party that succeeds by purchase, merger, operation of law, or otherwise to all or substantially all of the capital stock, assets or business of such Party, but only on the condition that the succeeding Party assumes, and will be bound by, all rights and obligations of such transferring Party under this Agreement. Any attempted assignment in violation of the foregoing limitation will be null and void. This Agreement is binding upon and will inure to the benefit of each Party and their respective permitted successors or assigns. Nothing in this Agreement (except as set forth in Section 8), express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(g) Unless set forth in an applicable SOW, the Laws of the Philippines (without giving effect to its conflicts of law principles) govern all matters between the Parties, including tort claims, arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The Parties expressly waive any right to a jury trial regarding disputes related to this Agreement.

(h) Record Keeping and Audit Rights. SUPPLIER will maintain (and provide to CONCENTRIX upon request) relevant business and accounting records to support invoices under this Agreement and proof of required permits and professional licenses, for a period of time as required by local law, but not for less than three (3) years following completion or termination of this Agreement and/or relevant SOW. All accounting records will be maintained in accordance with generally accepted accounting principles. SUPPLIER shall provide CONCENTRIX (including its auditors and any regulators) access at reasonable times (or in the case of regulators, at any time designated by such regulators), to any facility at which SUPPLIER is providing Services under this Agreement and to all systems, data and records relating to such Services for purposes of auditing SUPPLIER's performance of its obligations under this Agreement, including to verify compliance with applicable laws and the protection and integrity of CONCENTRIX and its customer data. SUPPLIER shall also promptly respond to all reasonable requests for information from CONCENTRIX regarding the foregoing, including completing periodic compliance-related questionnaires and providing supporting documentation and other data.

(i) Ethical Dealings. SUPPLIER will be familiar and will strictly comply with, and will have agreements in place with its employees and cause its employees to comply with, all laws and regulations on bribery, corruption, and prohibited business practices, including but not limited to the Foreign Corrupt Practices Act and the UK Anti-Bribery Act. SUPPLIER and its Affiliates have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of CONCENTRIX or any of its Affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. CONCENTRIX shall not reimburse SUPPLIER for any such political contributions, payments or gifts.

(j) For a period of one year following the date of the last SOW entered into, the Parties agree not to knowingly, solicit for employment any employee of the other Party with whom the Party first had contact or who first became known to Party in connection with the activities covered by this Agreement; provided, however, that the foregoing restriction shall not (i) restrict either Party from hiring any such individual that contacts the Party on his or her own initiative, or (ii) apply to (x) general solicitations to hire through the use of advertising, recruiters or otherwise, or (y) any solicitations made by any of the Party's agents or representatives that were not aware of the relationship between CONCENTRIX and SUPPLIER.

(k) In the event of a conflict between the terms and conditions of this MSA and any SOW, purchase order, or other writing, the following order of precedence will apply:

- (i) This Agreement;
- (ii) A signed SOW, except and solely to the extent that this MSA or the SOW expressly provides that a particular section of the SOW takes precedence over a particular section of this MSA;
- (iii) Any signed addendum or amendment to this MSA or a SOW, except and solely to the extent that this MSA, a SOW or the addendum or amendment expressly provides that a particular section of the addendum or amendment takes precedence over a particular section of this MSA or SOW; and
- (iv) CONCENTRIX purchase order terms and conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives who personally warrant their authority to so act as of the date first above written.

**CONCENTRIX CVG PHILIPPINES INC.**

Basement, Ground, 4th to 9th Floors, Security Land Corporation Building, 6797 Ayala Ave. Makati City, Philippines

By:



**MICHAEL DANA N. MONTERO**

Vice President, Legal

Date: Jun 6, 2019

**COMPREHENSIVE CREDIT SERVICES INC**

Unit 2503 & 2504 Summit One Tower 530 Shaw Blvd., Mandaluyong City, Philippines

By:



Miguel Carlos Castillo (Jun 10, 2019)

**MIGUEL CARLOS E. CASTILLO**

Authorized Signatory

Date: Jun 10, 2019

**Attachments:**

Exhibit A – Definitions/ Statement of Work (“SOW”)

Exhibit B – Insurance



## EXHIBIT A

### Definitions

"Affiliates" means those entities controlled by, or under common control with, either CONCENTRIX or SUPPLIER. For purposes of the foregoing definition, "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty percent (50%) ownership interest in a partnership or other business entity.

"Agreement" means this MSA together with the applicable SOW, including any attachments, addenda, and amendments thereto.

"Claim" has the meaning set forth in Section 8.

"SUPPLIER" has the meaning set forth in the preamble.

"Confidential Information" has the meaning set forth in Section 6.

"CONCENTRIX" has the meaning set forth in the preamble.

"Disclosing Party" has the meaning set forth in Section 6.

"Deliverable" means any item that SUPPLIER prepares for or provides to CONCENTRIX as described in a SOW.

"Electronic Self-Help" means a process where SUPPLIER electronically disables, removes, or otherwise prevents the use of its software product without CONCENTRIX's cooperation or consent. Electronic Self-Help could be done through electronic or other means (for example: remotely through "back doors" or hidden entrances in the software or through hidden shut-down commands in the software that can be activated by phone or in other ways).

"Externals" means any pictorial, graphic, audiovisual works, reports or data generated by execution of code and any programming interfaces, languages or protocols implemented in the code to enable interaction with other computer programs or end users. Externals do not include the code that implements them.

"Indemnified Party" has the meaning set forth in Section 8.

"Intellectual Property" collectively means all of the following legal rights, title, or interest in or arising under the laws of the United States, any state, any other country or international treaty regime, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including all renewals thereof: (i) patents, patent applications and patent rights, including any such rights granted upon any reissue, reexamination, division, extension, provisional, continuation or continuation-in-part applications, and equivalent or similar rights anywhere in the world in inventions and discoveries; (ii) rights associated with works of authorship and literary property rights, including, but not limited to, copyrights, copyright applications and copyright registrations, and moral rights; (iii) rights relating to know-how or trade secrets, including but not limited to ideas, concepts, methods, techniques, inventions and other works, whether or not developed or reduced to practice, rights in industrial property, customer, vendor and prospect lists, and all associated information or databases, and other confidential or proprietary information; (iv) industrial designs, industrial models, utility models, certificates of invention and other indicia of invention ownership; (v) trademarks, service marks, logos, trade dress, Internet addresses (URLs), trade names and service names, whether or not registered, and the goodwill associated therewith; and (vi) any

rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property anywhere in the world.

"Law" means applicable federal, international, state and local laws, statutes, rules, regulations and ordinances.

"Losses" shall mean all losses, liabilities, damages, and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof, or any other entity.

"Personal Data" means nonpublic personal information that SUPPLIER may create or receive for or from CONCENTRIX for itself, an Affiliate and/or an applicable CONCENTRIX customer.

"Personnel" means agents, employees or subcontractors engaged or appointed by SUPPLIER or CONCENTRIX.

"Preexisting Materials" means items including their Externals, contained within a Deliverable, in which the copyrights are owned by a third party or that SUPPLIER prepared or had prepared outside the scope of this Agreement. Preexisting Materials exclude Tools, but may include material that is created by the use of Tools.

"Process," "Processed" or "Processing" means any operation, or set of operations, which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, use, disclosure by transmission, transmission or otherwise making available, alignment or combination, return or destruction.

"Receiving Party" has the meaning set forth in Section 6.

"Representative" has the meaning set forth in Section 6.

"Services" means the services provided by SUPPLIER, as set forth in an SOW, including any Work.

"SOW" has the meaning set forth in Section 1.

"Tools" means software that is not commercially available, and its Externals, required for the development, maintenance or implementation of a software Deliverable.

"Transfer" or "Transferred" means (a) the moving of Personal Data from one location or person to another, whether by physical or electronic means; and (b) granting of access to Personal Data by one location or person to another, by physical or electronic means.

"Work" means any content, software, hardware, photographic materials, documentation and other written or electronic materials written, prepared, edited or delivered by SUPPLIER under this Agreement (including but not limited to works of authorship, Deliverables, writings, proposals, products, and technical data, systems, improvements or processes that may directly or indirectly be utilized in connection with the Services).

## **EXHIBIT B**

### **Insurance**

1) SUPPLIER is required during the term of this Agreement and for one (1) year after completion of any applicable SOW to maintain the following minimum levels of insurance:

(i) Commercial General Liability Insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of any and all Services provided by SUPPLIER under this Agreement with minimum limits of Php 2,000,000 per occurrence and Php 5,000,000 annual aggregate. The policy shall be endorsed to name of Concentrix Corporation, its subsidiaries, directors, officers, employees, agents and Affiliates as Additional Insureds;

(ii) Professional Liability/Errors and Omissions coverage of not less than Php 5,000,000 each claim and annual aggregate. If coverage is written on a claims-made basis, coverage with respect to any and all Services performed in connection with this Agreement shall be maintained for a period of at least one (1) year after the expiration or termination of this Agreement;

2) All insurance policies shall be issued by companies licensed to do business in the states where the Services are delivered or the operations are performed and must be rated "A-" or better by A.M. Best. All insurance policies shall include waivers of subrogation against CONCENTRIX, its subsidiaries, directors, officers, employees, agents and affiliates and shall require at least 30 days' written notice to CONCENTRIX prior to cancellation or non-renewal. All insurance policies shall apply as primary to and non-contributory with any other insurance afforded to CONCENTRIX, its subsidiaries, directors, officers, employees, agents and affiliates. All insurance policies shall include coverage for defense costs and related expenses.

3) Prior to the commencement of any Services under this Agreement and prior to the expiration of any required policy of insurance, SUPPLIER shall cause its insurers or their authorized agent to provide CONCENTRIX with certificates of insurance evidencing the required coverage.