

**COMPREHENSIVE CREDIT SERVICES  
INC (CCSI) – CREDIT INVESTIGATION  
SERVICE AGREEMENT 2019**

## CREDIT INVESTIGATION SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** executed this \_\_\_\_\_ between:

**TOYOTA FINANCIAL SERVICES PHILIPPINES CORPORATION**, a corporation organized and existing under the laws of the Philippines, with principal office at 32/F GT Tower Building, Ayala Avenue, Makati City represented herein by its **Assistant Vice President Sales Administration Department, Rosemarie B. Baliña**, here in referred to as the **CLIENT**;

AND

**COMPREHENSIVE CREDIT SERVICES, INC.**, a corporation organized and existing under the laws of the Philippines, with principal office at Unit 2503 & 2504 25/F Summit One Tower, 530 Shaw Blvd., Mandaluyong City, represented by its **President Miguel Carlos E. Castillo** herein referred to as the **CREDIT INVESTIGATOR**;

### **WITNESSETH THAT:**

**WHEREAS**, the **CLIENT** is desirous of engaging the service of the **CREDIT INVESTIGATOR** to handle its Credit Investigation service requirements prior to the approval of the credit application of the applicant;

**WHEREAS**, the **CREDIT INVESTIGATOR** 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 his Agreement whereby the **CREDIT INVESTIGATOR** 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 **CREDIT INVESTIGATOR** shall undertake such activities as may be allowed under the law, which are necessary for the credit investigation of the credit applicants. The services to be rendered by the **CREDIT INVESTIGATOR** shall include the following:

- 1.1. **RESIDENCE / NEIGHBORHOOD CHECKING** – Actual ocular inspection and confirmation of the credit applicants residence/neighborhood;
- 1.2. **BUSINESS CHECKING** – Actual ocular inspection and confirmation of place of business of credit applicant, and submission of descriptive report thereon; Verification and confirmation of business of credit applicant through inquiries with government agencies, third parties and other sources of information;
- 1.3. **EMPLOYMENT/ PRE-EMPLOYMENT CHECKING** – Verification and confirmation of employment and/or business of credit applicant; validation of payslip, Certificate of Employment and Compensation (CEC) and Income Tax Return (ITR) and other vital documents pertaining to credit approval;
- 1.4. **RELATED SERVICES** – Validation of credit applicants contact telephone number and other pertinent information.

## 2. SERVICE AREA & SERVICE FEE

- 2.1. The service area as well as the turn around time (TAT) and the corresponding fees shall be those stated in the “Scope of services” attached to this agreement as Annex I which shall form part of the foregoing agreement.

## 3. REPRESENTATIONS AND WARRANTIES

- A. CREDIT INVESTIGATOR 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. CREDIT INVESTIGATOR 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 CREDIT INVESTIGATOR.
- C. CLIENT shall have the right to defer payment of any amount due and payable to the CREDIT INVESTIGATOR until such time that CREDIT INVESTIGATOR shall have complied, submitted and surrendered its entire obligation, documents and report under this agreement to the satisfaction of the CLIENT.
- D. CREDIT INVESTIGATOR warrants to deliver the complete Credit Investigation Report to the CLIENT within four (4) hours from the date and time assigned. For areas within Metro Manila and please refer to Annex “I” for turnaround time and rate for Provincial assignments.

- E. In the event assignments are not accomplished within the specified period of time due to circumstances beyond CREDIT INVESTIGATOR's 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 immediately from the lapse of required period of time.

#### **4. OBLIGATIONS OF CREDIT INVESTIGATOR**

Comprehensive Credit Services, Inc. undertakes the following:

- 4.1 All credit investigations conducted pursuant to this Agreement shall be undertaken by competent, trained and qualified credit investigation personnel of the CREDIT INVESTIGATOR;
- 4.2 The **CREDIT INVESTIGATOR** shall ensure and warrant that its credit 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 **CREDIT INVESTIGATOR** 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 **CREDIT INVESTIGATOR** shall ensure that its credit 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 receive credit investigation endorsements on real time basis and the submission of the credit investigation report shall be based on (Annex I). Under this Agreement, the turn-around time for the Credit Investigation Report shall be a maximum of four (4) hours for Metro Manila and refer to Annex "I" for outside Metro Manila. Every report submitted beyond the agreed turn -around-time shall be penalized twenty percent (20%) of actual rate and additional ten percent (10%) for every succeeding days.
- 4.5 The CREDIT INVESTIGATOR shall assign a Supervisor for all accounts or credit investigation forwarded by the CLIENT, to ensure an efficient and accurate credit investigation of accounts, as well as, good coordination between the parties;
- 4.6 The CREDIT INVESTIGATOR 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 TOYOTA FINANCIAL SERVICES**

- 5.1 The CLIENT shall pay the CREDIT INVESTIGATOR per attached schedule (Annex I).
- 5.2 The CREDIT INVESTIGATOR shall use the same or substantially the same Credit Investigation Report Form furnished by the CLIENT to the CREDIT INVESTIGATOR.

## **6. BILLING**

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

## **7. CONFIDENTIALITY**

The CREDIT INVESTIGATOR, 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 credit 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 Mandaluyong City or Makati City.

## **9. NON-ASSIGNABILITY**

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

## **10. NON-LIABILITY**

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

## **11. SEVERABILITY**

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

## **12. EFFECTIVITY**

This agreement shall be effective for the next twelve months from the date of signing hereof and enforceable between the parties, unless terminated by either party upon thirty (30) days prior written to the other party of the intended date of such termination, or pursuant to the Banko Sentral ng Pilipinas (BSP) directive to terminate or cancel this agreement, or attached or assigns its assets or in case of insolvency or receivership. Such termination for whatever reason/s is without prejudice to the accrued rights & obligations of the parties until the date of termination.

In the event of termination of this Agreement, CREDIT INVESTIGATOR 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.

*John Pauline*

*John*

*JPA / March 2012*

## OTHER TERMS AND CONDITIONS

### 1. Definitions

- a. The following terms shall, unless the context otherwise requires, have the following meanings:

“SERVICE PROVIDER” shall refer to **Comprehensive Credit Services Inc.**, and includes (where applicable) the Personnel, the officers, employees, agents and sub-contractors of the \_\_\_\_\_;

“CLIENT” shall refer to **Toyota Financial Services Phils. Corp.**, a corporation duly organized and existing by virtue of Philippine laws with principal office at 32/F GT Tower Building, Ayala Avenue, Makati City.

“Memorandum of Agreement” means the Memorandum of Agreement to which this portion forms an integral part, setting out, inter alia, the services to be performed by the SERVICE PROVIDER and terms of such performance;

“Personnel” means the person or persons from time to time appointed by SERVICE PROVIDER to perform the Services or parts thereof for and on behalf of the SERVICE PROVIDER;

“Work” means the particular Services to be performed by SERVICE PROVIDER under the relevant Memorandum of Agreement;

“Relevant Period” means the period specified in the Memorandum of Agreement for purposes (of calculating the fee payable to the SERVICE PROVIDER for the Services; and

“Services” has the meaning ascribed to it in Clause 2.

- b. Headings used in this Agreement and Annexes are for convenience and ease of reference only, are not part of this Agreement and shall not be relevant to or affect the meaning or interpretation of this Agreement.
- c. Except to the extent such information is public knowledge or becomes public knowledge other than by breach of this Agreement “Confidential Information” shall mean for the purposes of this Agreement:
- d. Information in relation to the CLIENT, or any of its affairs or business or systems or methods in carrying on business including without limitation information relating to customers, products, services, methods, systems, business plans, costs, sales, marketing methods, strategies or technical operations;

- J. D. Smith*
- e. Information from time to time in the possession or custody of the CLIENT belonging to its customers or other users of services from time to time provided by the CLIENT, including without limitation the names of customers and the nature of their accounts;
  - f. Information from time to time in the possession or custody of the client belonging to its vendors or other suppliers of services from time to time provided to the CLIENT;
  - g. Information confidential or secret or proprietary to the CLIENT or which otherwise gives the CLIENT an advantage over its competitors;
  - h. Information otherwise designated as confidential or secret by the CLIENT;
  - i. The terms and conditions of this Agreement, and the relation between the SERVICE PROVIDER and the CLIENT, and information acquired, obtained or developed by or revealed to the SERVICE PROVIDER in the course of or in connection with the provision of services pursuant to the Agreement;
  - j. Trade secrets
  - k. Information imparted in confidence to the SERVICE PROVIDER by the client, and
  - l. Any other information classifiable in equity as confidential information.
- 2. Non-Exclusivity** – this agreement does not restrict CLIENT from engaging services of another person or entity similar to the services subject matter of this agreement

**3. Access to Premises and Information System**

- (a) Subject to all restrictions herein provided, TFSPIH may grant CREDIT INVESTIGATOR's Personnel reasonable access to CLIENT's premises and information system to the extent required by those Personnel to perform it's obligations under this Agreement.
  - (b) CLIENT may, acting reasonably, deny or suspend access to its premises or information systems
  - (c) CREDIT INVESTIGATOR shall be liable for any misconduct or damage caused by its Personnel on any CLIENT premises and/or any of its information systems.
- J. D. Smith*
- Done* *7*

#### **4. Services**

The services undertaken and to be performed by the SERVICE PROVIDER under or pursuant to this Agreement ("Services") shall include services set out in the Memorandum of Agreement.

#### **5. Security Procedures - Standards**

##### **A. The Service Provider's Skills and Duties**

- a. **Level of Service. Personnel.** The SERVICE PROVIDER shall, and procure its Personnel to, perform the Services in a proper, efficient, workmanlike and professional manner. The SERVICE PROVIDER shall periodically, or upon such frequency as the CLIENT deems necessary, provide the CLIENT, upon request, with a list of its Personnel and the profile of its Personnel to ascertain the following information, such as but not limited to: identity, previous employment and security history, academic background and medical background/drug use. In providing the foregoing information, the SERVICE PROVIDER shall use the prescribed form for the CLIENT.
- b. **Care of Facilities/ Supplies.** The SERVICE PROVIDER undertakes that all materials and facilities (the "Facilities") owned or controlled by the CLIENT which are utilized by the SERVICE PROVIDER in the course of providing the Services will be maintained by the SERVICE PROVIDER in good order and returned upon completion of use or otherwise upon termination of this Agreement in good condition save for reasonable wear and tear. SERVICE PROVIDER agrees not to utilize the Facilities except as required to perform the Services or for any purpose other than for the authorized operation of existing software, or developing and testing of any new software while performing the Services. In no event shall the SERVICE PROVIDER utilize the Facilities to develop programs or process data for any reason or entity other than the CLIENT. Where the Facilities are used by the SERVICE PROVIDER outside of the CLIENT's premises, the SERVICE PROVIDER shall provide for adequate insurance for fidelity and fire liability.
- c. **No Disruption to Business.** Subject to the provisions of the Memorandum of Agreement, the SERVICE PROVIDER hereby covenants that its performance of the Service and conduct will strictly adhere to the conditions provided and shall not bring any discredit upon, or cause any nuisance or disruption to, or prejudice or otherwise adversely affect the CLIENT, its customers, employees, image or business.

## B. Scheduling of Services

- a. **Timeliness.** The Services shall be performed and completed by the SERVICE PROVIDER in a timely fashion and in any event in accordance with the time frame set out in the relevant Memorandum of Agreement.
- b. **Compliance Report.** The SERVICE PROVIDER shall, as requested by the CLIENT from time to time, provide reports to the CLIENT on the performance of SERVICES together with confirmation as to whether the SERVICE PROVIDER is in compliance with the time frame set out in the relevant memorandum of Services. In the event the SERVICE PROVIDER is not in compliance with such time frame the report shall state what steps the SERVICE PROVIDER intends to take to ensure timely performance of the Services.
- c. **Penalty for Delay.** In the event that any of the Services is not completed or performed within the time frame provided, the SERVICE PROVIDER shall, where applicable, be liable to pay penalties to the CLIENT in respect of any such delay in accordance with the provisions of the Memorandum of Agreement.
- d. **Service during Business Hours.** Where Personnel are appointed, the Services to be performed by such Personnel shall be provided during the times specified in the Memorandum of Agreement or required by the CLIENT, or in the absence of such specification or requirement, during normal working hours and days of the CLIENT. When no Service is performed during a period, or portions thereof, covered by the Memorandum of Agreement, SERVICE PROVIDER shall not charge any fee for such period.
- e. **Rescheduling.** Where the CLIENT, in its sole opinion, determines that performance of the Services may interfere with the CLIENT' use of its premises or otherwise interfere with the conduct of its business, the SERVICE PROVIDER shall reschedule the Service to a time not prejudicial to the CLIENT.

## C. Warranties

- a. **Hidden Defects.** The SERVICE PROVIDER warrants to the CLIENT that all materials, documents, software analysis, data, programs and deliverables ("Supplies") provided or delivered and/or to be provided or delivered by the SERVICE PROVIDER and Services to be performed or rendered pursuant to this Agreement, will be of the kind, quality and standard designated in this Agreement and will be free of defects for such period ("Warranty Period") specified in this Agreement after acceptance by the CLIENT. During the

Warranty Period, the SERVICE PROVIDER shall resolve and/or rectify all defects and/or deficiencies promptly. This warranty shall not apply to any information, data or deliverables supplied by third parties.

- b. **Intellectual Property Rights.** The SERVICE PROVIDER warrants that each of the supplied provided and/or delivered and the Services performed and/or rendered does not violate any patent, copyright, trademark or any other rights of any party or otherwise infringe any intellectual property rights of any party, or would otherwise give rise to any claim by the party against the CLIENT arising from or in connection with the Services or the Supplies to the extent such Services or Supplied do not arise from the SERVICE PROVIDER's direct compliance with, and are solely attributable to the CLIENT's specific design instructions.
- c. **Skills and Experience.** Without limiting the generality of the provisions of this Agreement; the SERVICE PROVIDER warrants that it possesses the requisite skills and experience to provide the Services in accordance with the terms of this Agreement.
- d. **Qualified Personnel.** The SERVICE PROVIDER hereby warrants to the CLIENT that each Personnel shall have the appropriate knowledge, qualifications, know-how and experience necessary to perform the Services for which he has been appointed in a proper, workmanlike and professional manner, including without limitation the knowledge, qualification, know-how and experience set out in the Memorandum of Services and the SERVICE PROVIDER shall from time to time provide evidence and assurance of such knowledge, qualifications, know-how and experience in such form and detail as the CLIENT may require.
- e. **Credit Investigator** warrants that:
  - e.1 It has the authority to grant the license rights provided to CLIENT as set out in this Agreement;
  - e.2 It holds all licenses, approvals and permits required by Law to perform its obligations under this Agreement; and
  - e.3 It will not, during the term of this agreement, engage in any activity that will or is likely to compromise it's ability to perform the obligations under this agreement

#### **D. Performance Standards**

The CLIENT shall evaluate the performance of the SERVICE PROVIDER based on the performance standards described in the Memorandum of Agreement. The CLIENT is vested with the prerogative to inspect and evaluate the results of the services rendered and communicate its findings to the SERVICE PROVIDER as may be necessary.

#### **6. Independent Contractor**

The SERVICE PROVIDER shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. The SERVICE PROVIDER acknowledges that's its rendition of services is solely within its control, subject to the terms and conditions agreed upon by the parties, and agrees not to hold itself out to be an employee of the CLIENT or any subsidiary or affiliate thereof.

The SERVICE PROVIDER confirms and acknowledges that the Personnel are solely and exclusively the employees/agents of the SERVICE PROVIDER and not of the CLIENT or of any of the latter's clients. Accordingly, the SERVICE PROVIDER has sole responsibility in relation to payment, if any, of salary, worker's compensation and taxes incidental to employment in respect of the Personnel. The SERVICE PROVIDER also agrees, for itself and with respect to each of its Personnel and employees, not be treated, or seek to be treated, as an employee of the CLIENT or any of the clients of the CLIENT, for the purpose of fringe benefits provided by the CLIENT or any of the clients of the CLIENT or for disability income, social security taxes and benefits, income taxes withholding at sources or for any other purpose.

The parties agree that this agreement is non-exclusive and nothing in this Agreement shall prevent any of the parties from signing contracts with other companies or from obtaining or providing services from or to such other companies for the performance of any services provided hereunder.

#### **7. Compliance with Laws**

The SERVICE PROVIDER agrees that it will comply with all applicable national and local laws, ordinance, regulation and codes in the performance of its obligations under this Agreement, including but not limited to the procurement of permits, license and certificates where required, employment and labor laws and payment of applicable taxes. The SERVICE PROVIDER further agrees to hold harmless and indemnify the

CLIENT or the appropriate subsidiary or affiliate against any loss or damage to include reasonable attorney's fees that may be sustained by reason of the failure of the SERVICE PROVIDER to comply with such laws, ordinances, regulation and codes.

#### **8. Drug abuse policy**

The SERVICE PROVIDER agrees to comply with the CLIENT's drug abuse policy, which prohibits the selling, distributing, manufacturing, processing, using or being under the influence of illegal drugs or illicit narcotics (non prescriptive medication) as defined by Philippine laws, while on the CLIENT's business or on the CLIENT's premises. In the event that the SERVICE PROVIDER or any of its Personnel, agents or sub-contractors violates the aforementioned policy, the SERVICE PROVIDER agrees that such person will be barred from performing any further Services for the CLIENT and this Agreement may be terminated by the CLIENT.

#### **9. Responsibility/Accountability of Service Provider**

The SERVICE PROVIDER shall hold harmless and defend the CLIENT against, and shall be liable to the CLIENT for all or any claims, loss damages, costs and expenses, such as but not limited to costs of suits and attorney's fee, arising directly or indirectly from any act or omission of the SERVICE PROVIDER or any of its employees, agents or subcontractors for any loss or damage caused to the property of the CLIENT, while in the possession or control of the SERVICE PROVIDER.

Without limiting the generality of the foregoing the SERVICE PROVIDER specifically undertakes to defend and hold the CLIENT and the latter's clients harmless against, and indemnify them for any liability, loss or damage (including costs of suit and attorney's fee) resulting from any claim of any which shall include but not be limited to claims in relation to payment of salary, worker's compensation, fringe benefits, disability income, social security, any other benefits, or entitlements under the Labor Code, income tax withholding at source or for any other purposes.

In no event shall the SERVICE PROVIDER be liable for indirect, special or consequential damages which may arise under this Agreement.

#### **10. Confidentiality of Information**

- a. **Treatment/ Segregation of Information.** The SERVICE PROVIDER hereby unconditionally and irrevocably agrees and undertakes to, and procure its Personnel, its agents and sub-contractors (collectively referred to as "Recipients") to, preserve and maintain in utmost confidence all Confidential Information, use the Confidential Information only in the performance of

Services in accordance with the Agreement and segregate the Confidential Information from those of the SERVICE PROVIDER and its other clients.

- b. **Compliance with Confidentiality Rules.** The SERVICE PROVIDER hereby agrees and undertakes to procure the Recipients to abide by all CLIENT rules and regulations in particular and without limitation such rules and regulations relating to confidentiality.
- c. **Security of Information.** Where any of the Confidential Information is required from time to time to be kept at the offices of the SERVICE PROVIDER pursuant to its provision of the Services under the Agreement, the SERVICE PROVIDER undertakes to ensure that the Confidential Information will be kept under strict security when not in actual use by the SERVICE PROVIDER in connection with the Services.

**d. Protection of Information System**

If given access to any of CLIENT's information systems, CREDIT INVESTIGATOR and/or any of its personnel must ensure that:

- (a) It take all reasonable care in using the information system including all hardware, software and applications and observe all notified security procedures and work practices;
- (b) Take all reasonable steps to ensure that it does not interfere with, disrupt or otherwise cause any damage to such systems; and
- (c) Ensure that such systems are protected from unauthorized access, use, misuse, damage or destruction by any person having access to those systems.

**e. Confidentiality, Data Security and Privacy**

e.1. Confidentiality Information – CREDIT INVESTIGATOR shall:

- (a) Undertakes to keep the Confidential Information of CLIENT secret and to protect and preserve the confidential nature and secrecy of that Confidential Information;
- (b) May only use or reproduce the Confidential Information of CLIENT for the purposes of performing its obligations or exercising its rights under this Agreement and with prior consent of the other party;
- (c) Must not disclosed the Confidential Information of CLIENT to any person except as permitted by this Assignment;

- (d) Must not make, assist or permit any person (including its authorized representatives) to make any unauthorized use, disclosure or reproduction of CLIENT's Confidential Information; and
- (e) Must cooperate with the other party in any action which that other party may take to protect the confidentiality of its Confidential Information under this Agreement.

**e.2. Permitted disclosure of Confidential Information – CREDIT INVESTIGATOR** may only disclosed Confidential Information of CLIENT to:

- (a) Its Personnel or professional advisers requiring access to the Confidential Information in connection with this Agreement;
- (b) Any person for a relevant purpose only with the prior written consent of the other party; or
- (c) To extent required by Law, subject to prior notice the other party any proposed disclosure (if permitted by Law) to enable that other party to seek a protective order or other remedy to prevent or limit the disclosure.

The disclosing party must ensure that any person to whom Confidential Information is disclosed is bound by an obligation of confidentiality.

**e.3. TFSPH Data and Security – CREDIT INVESTIGATOR** shall:

- (a) Not use CLIENT Data for any purpose other than directly in relation to the performance of its obligations under this Agreement;
- (b) Not sell, commercially exploit, let for hire, assign rights in or otherwise dispose of any Client Data;
- (c) Establish and maintain safeguards against the destruction, loss or alteration of CLIENT Data in its possession or control;
- (d) Not remove or transfer CLIENT Data to any non-CLIENT premises or information systems without obtaining CLIENT's written approval;
- (e) Return CLIENT Data to CLIENT immediately upon termination or expiration of this Agreement or upon request at any time (if and when directed by CLIENT, such return may also require secure and permanent deletion from Credit Investigator's information systems);
- (f) Notify CLIENT immediately and comply with all directions of CLIENT if CREDIT INVESTIGATOR becomes aware of a breach of any of these clauses;

#### e.4. DATA and SECURITY:

CREDIT INVESTIGATOR and/ or any of its employees and/or officers shall comply with its obligations under the DATA Privacy Law, including its Implementing Rules and Regulations, as follows:

- (a) Shall only process, use or disclose personal data from the CLIENT, employees, officers and/or its customers strictly for the purpose of fulfilling its obligation and providing services required under this Service Agreement;
- (b) Shall protect personal data from CLIENT employees, officers and/or its customers in CREDIT INVESTIGATOR's control or possession by making reasonable security arrangement with its employees, officers, partners and/or associates to prevent unauthorized or accidental access, collection, use, disclosure, copying, modification or destruction of personal data or other similar risk;
- (c) Shall put in place adequate measures to ensure that the personal data in its possession or control remain accurate and complete. Shall likewise take step/s to correct any error/s in personal data, as soon as practicable, upon CLIENT or any of its customer's request.
- (d) Shall not retain personal data or any documents or records containing personal data, electronic or otherwise, for any period of time longer than is necessary to serve the purpose/s of this Agreement
- (e) Shall immediately notify CLIENT and comply with all the directions of CLIENT in the event the CREDIT INVESTIGATOR becomes aware of a breach of any of the foregoing clauses.

#### e.5. Return or destruction of Confidential Information:

Except to the extent required by Law, CREDIT INVESTIGATOR must immediately on demand, or on completion or termination of this Agreement, return to CLIENT, or permanently destroy if requested, any Confidential Information (including any copies) in party's possession or control.

- f. **Non-Disclosure of Information.** The SERVICE PROVIDER hereby undertakes that it will not, and shall ensure that the Recipients shall not, at any time whether during the course of, or after the term of the Agreement, divulge any Confidential Information to any person.
- g. **Return or Destruction of Records.** All documents and records furnished by the CLIENT to the SERVICE PROVIDER and all software and any other records or Confidential Information in whatever form shall, upon the CLIENT's request or on termination of the Agreement for whatever reason or completion of the Services, be immediately returned to the CLIENT or if it so instructs, be

destroyed, No copy thereof shall be made or retained by the SERVICE PROVIDER.

- h. Penalty for Breach.** The SERVICE PROVIDER acknowledged that the value of the Confidential information of the CLIENT and the undertaking of the SERVICE PROVIDER contained in clause 7 is such that an award of damages or an account of profits may not adequately compensate the CLIENT in the event of a breach of this Agreement by the SERVICE PROVIDER. The SERVICE PROVIDER acknowledges that without in any way compromising the CLIENT's Agreement, the CLIENT may seek and obtain an ex-parte interlocutory or final injunction to prohibit or restrain the SERVICE PROVIDER or the personnel, its other employees or agents or sub-contractors from any breach or threatened breach of this Agreement.

## 11. INDEMNIFICATION

- a. Action against Client for Losses and Damages.** The SERVICE PROVIDER hereby agrees to indemnify and hold harmless, the CLIENT, its employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against the CLIENT, its employees or agent howsoever arising from any and all losses, liabilities, damages, cost and expenses which any of them may incur or suffer arising out of otherwise in connection with the grossly negligent performance of this Agreement by the SERVICE PROVIDER, its Personnel, agents, employees or any sub-contractor or any other person for whose acts or omissions the SERVICE PROVIDER is vicariously liable and also against any action, claim or demand by the SERVICE PROVIDER's employees or agents or their personal representatives or dependants. The Service Provider shall not be held accountable for any loss, damage or claim, where such loss claim or damage arise out of and as a result of the acts, omissions, negligence of the CLIENT or its personnel, agents and assigns. Under no circumstances shall the SERVICE PROVIDER be liable to the CLIENT for any lost profits, indirect, consequential, incidental or punitive damages for any claims arising out of this Agreement or the breach of this Agreement, whether such claims arise from tort, contract or otherwise. In addition, the liability of the SERVICE PROVIDER for loss or damage in any specific account or work specified for any account shall be limited to such amount as may have been paid by CLIENT for the specific account or work specified.
- b. Injury or Death of Personnel.** The SERVICE PROVIDER here agrees to indemnify and hold harmless the CLIENT, its employees, agents against liability for any injury or death of any personnel or the SERVICE PROVIDER's

agents or representatives while carrying out the duties pursuant to this agreement and in respect of all loss or damage to their personnel effects.

- c. **Infringement of Intellectual Rights.** The SERVICE PROVIDER agrees to indemnify the CLIENT and hold it harmless from all and against any claim or action which alleges that the use of the SERVICE PROVIDER's work product, materials or Services furnished hereunder infringes a patent, copyright, trademark or other intellectual property right of a third party, and shall pay all cost and damages of the CLIENT (including legal fees on a full indemnity basis) for its defense against such claims, in the defense or settlement of the claim, the SERVICE PROVIDER shall, at the CLIENT's option. Either (i) procure for the CLIENT, at no cost to the CLIENT, the right to continue to use the products or Services, or (ii) replace or modify the products or services, at no cost to the CLIENT, with a non-infringing product provided that the same function is performed by the modified or replacement product or service, or (iii) if in the CLIENT's sole opinion options (i) and (ii) fail, the SERVICE PROVIDER shall refund to the CLIENT all previously paid fees, and the CLIENT shall return the infringing product or service or infringing component thereof.

## 12. RIGHT TO AUDIT

- a. **Access to/Audit of Financial Records.** During the term of this Agreement and for a period of (3) years thereafter, the CLIENT, its agent or its governmental regulatory agencies may, upon reasonable notice to the SERVICE PROVIDER's financial and operational records and files relating to this Agreement and, at its own expense,

The SERVICE PROVIDER shall keep accurate records verifying the charges for Service provided hereunder and shall, upon reasonable written request, make such records available to the CLIENT or the CLIENT's authorized representatives. Such records shall be kept for a period of three (3) years following expiration of the Agreement. Or any longer period as such records are either in dispute or needed to resolve a dispute herein; and shall be limited to financial and other records, which are required to substantiate performance of Services hereunder, and accurate billing of charges agreed to herein.

- b. **Access of Internal/External Auditors and Government Regulators Corrective Measure.** The SERVICE PROVIDER shall cooperate with the CLIENT, its agents and representatives, including its external and internal auditors, and governmental regulatory agencies in providing such information as they may reasonably require and to ensure prompt and accurate audit when measures to satisfy their finding and recommendations, as well as those the SERVICE PROVIDER's internal and external auditors

In the event that the Banco Sentral ng Pilipinas requires the cancellation of the foregoing contract, the contract herein agreed upon shall be deemed cancelled

upon receipt of written notice at the instance of Toyota Financial Services Philippines.

Notwithstanding the foregoing, the SERVICE PROVIDER shall not be required to disclose proprietary cost information and/or any other such information, proprietary or otherwise which is not directly related to the aforementioned verification of charges and performance of Services.

- d. **Audited Financial Statement.** Upon the CLIENT's request, the SERVICE PROVIDER shall provide a completed audited statement of financial condition of the SERVICE PROVIDER's organization, including (i) audited year-end results for the three (3) previous years, including revenues, expenses, net income, total assets, liabilities and footnotes; and (ii) the most recent financial interim statement.
- e. **Audit Requirements/s.** CREDIT INVESTIGATOR shall allow CLIENT internal and external and/or BSP auditors access to information relative to all activities/services outsourced in this agreement, including but not limited to, the right of the said auditors to obtain copies of the raw recordings of the security cameras installed in the premises of CREDIT INVESTIGATOR, provided that the recordings to be copied herein is limited to the footage pertaining to the time and date when the CREDIT INVESTIGATOR personnel is performing its activities under this agreement.

### 13. TAXES

- a. **Tax arising from the Agreement.** The SERVICE PROVIDER shall be solely liable for any and all taxes which may be assessed against the SERVICE PROVIDER in connection with or arising from the Memorandum of Agreement.
- b. **Withholding Tax.** The CLIENT shall have no liability for and no obligation to withhold at source of any taxes from any payments to be made hereunder respect of any Personnel assigned by the SERVICE PROVIDER to provide Service hereunder; provided, however, that nothing contained herein shall prevent the CLIENT from imposing backup withholding taxes required by applicable law or regulations on any payments to be made to the SERVICE PROVIDER hereunder.
- c. **Filing of Returns.** The SERVICE PROVIDER shall file in a timely manner all applicable tax returns, including income tax returns, employment tax returns, and information returns required by law, in a manner consistent with its status as an independent contractor of Services and as employer of Personnel assigned hereunder. The SERVICE PROVIDER shall make all required payments and deposits of taxes in a timely manner.

- d. **Indemnity.** The SERVICE PROVIDER shall indemnify and hold the CLIENT harmless from and against (i) all taxes, additions to tax, penalties and interest thereon assessed by any national or local governmental authority against the CLIENT and (ii) all liabilities, costs and expenses including legal fees (on a full indemnity basis) incurred in the defense of any such assessment.

#### 14. ASSIGNMENT/COB PLAN

- a. **Assignment by Service Provider.** The benefit of this Agreement shall not be dealt with in any way by the SERVICE PROVIDER (whether by assignment, sub-licensing or otherwise) without the CLIENT's written consent.
- b. **Assignment by Client.** The CLIENT shall be entitled to assign all or part of its obligations under this Agreement to any person provided that if the CLIENT assigns the benefit of this Agreement to a third party, (i) the CLIENT's right and obligation under this Agreement will immediately be terminated on the assignment; (ii) the assignee fully assumes the obligations of the CLIENT under this Agreement; (iii) the assignee is not a competitor of the SERVICE PROVIDER or a related corporation of a competitor of the SERVICE PROVIDER.
- c. **COB Plan.** Prior to commencement or the work, the SERVICE PROVIDER shall provide a Continuity of Business Plan ("COB Plan") to the CLIENT evidencing how the SERVICE PROVIDER shall, under exceptional circumstances, be in position to perform its obligation under this Agreement. The COB Plan shall be in a form satisfactory to the CLIENT and shall include continuity of service and disaster recovery plans that minimize the probability and impact of interruptions to the SERVICE PROVIDER's business and an exit plan to be implemented upon termination of this Agreement that provides, among others, for transition assistance should the CLIENT convert to other service or other arrangements.

#### 15. TERMINATION

- a. **Accrued Rights.** Termination of this Agreement shall be without prejudice to any rights which may have accrued to either party before the date of termination and shall not affect the Memorandum(s) of Services which are otherwise still in effect as of the termination date, unless consented to in writing by the CLIENT.
- b. **Turn Over of Documents.** Upon termination of this Agreement, the SERVICE PROVIDER shall immediately deliver to the CLIENT all documents and other items (including correspondence, lists of clients or customers, notes, memoranda, plans, drawings, drafts, etc.) made or compiled or produced in the course of performance of the Service pursuant to this Agreement; save that in the case of items which are not deliverable under this

Agreement, they shall be confined to items incorporating the CLIENT's Confidential Information. The documents and other items relating to Memorandum(s) of Service which are still in effect as of the date of termination of this Agreement shall be delivered to the CLIENT on the respective termination dates or said Memorandum(s).

- c. **Surviving Obligations.** The SERVICE PROVIDER acknowledges and agrees that the undertakings on Confidentiality, Intellectual Property Rights and Indemnity shall survive the termination of the Agreement and shall continue in full force and effect.

## 16. DISPUTES

All disputes, controversies or differences, which may arise between the parties with respect to this Agreement, shall be settled amicably by good faith negotiations. Pending resolution of any dispute, the parties will continue to perform their obligations under this Agreement, unless it has been terminated, without prejudice to their respective rights and remedies.

Any dispute, controversies or differences not disposed of, shall be settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall be conducted by three (3) arbitrators appointed by the CLIENT, another appointed by the SERVICE PROVIDER and the third to be appointed by the two (2) arbitrators. The place of arbitration shall be in Makati City. In resolving any issue, the arbitrators shall consider primarily the provisions of applicable Philippine law and, subsidiarily, general concepts of justice and equality.

The parties may only resort to other legal proceedings in respect of a dispute if they have first followed and concluded the provisions hereof.

## 17. GENERAL PROVISIONS

- a. **Waiver.** Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this Agreement. It will not affect any subsequent breach, and will not prejudice either party as regards to any subsequent action.
- b. **Severability.** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- c. **Force Majeure.** Either party is excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties

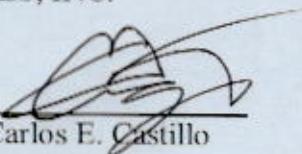
including, but not limited to work stoppages, fires, civil disobedience, riots, rebellions, accident explosion, flood, storm, Acts of God and similar occurrences.

- d. **Modification.** No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties here to or their legal representatives.
- e. **Venue.** Any legal action arising from this Agreement shall be filed in the appropriate court of Makati City.
- f. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the Republic of the Philippines.
- g. **Complete Agreement.** This is the only Agreement between the parties relating to the Services. It supersedes all previous agreements or understanding, oral or written.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement 5 of the date and place first set forth above.

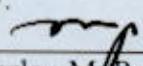
COMPREHENSIVE CREDIT  
SERVICES, INC.

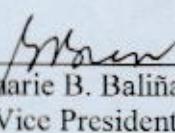
By:

  
Miguel Carlos E. Castillo  
President

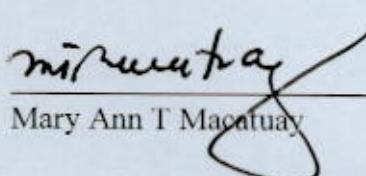
TOYOTA FINANCIAL SERVICES  
PHILIPPINES CORPORATION

By:

  
Marlon M. Pernez  
Vice President Comptrollership Group

  
Rosemarie B. Baliña

Asst. Vice President Sales Admin Dept

  
Mary Ann T. Macatua

WITNESSES:

  
John Paul Christian C. Samonte

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

**MAKATI CITY**

)S.S.

BEFORE ME, a Notary Public for and in MAKATI CITY this \_\_\_\_\_ day of  
APR 25 2019, personally appeared the following:

<u>Name</u>	<u>I.D.</u>	<u>Place/Date Issued</u>
Miguel Carlos E. Castillo	EC4484054	Manila/June 24, 2015
Marlon M. Pernez	03-9877612-7	Quezon City
Rosemarie B. Balina	N26-00-047724	Muntinlupa/ April 28, 2015

Known to be the same persons who executed the foregoing AGREEMENT for Credit Investigations 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 on the date and in the place first above written.

Doc. No. 210  
Page No. 43  
Book No. VIII  
Series of 2019

  
**TEODORO D. VILLAPEÑA, JR.**  
Notary Public for Makati City  
Appointment No. M-10 until Dec. 2019  
32/F GT Tower Int'l, Ayala Ave. cor. H.V.  
De la Costa St., Belvedere Village, Makati City  
ISP No. 058313 / Bata / 01-03-2019  
PTR No. 7333065 / Makati / 01-03-2019  
MCLE Compliance No. VI-0016828  
Attorney Roll No. 47647

## Annex I – Scope of Services

Revised Rate for the following areas : NCR / Cebu City / Iloilo City / Davao City / Camarines Sur / Naga / Palawan / El Nido / Baler / Oriental Mindoro / Occidental Mindoro / Marinduque / Legazpi City / Albay / Sorsogon / Masbate / Samar / Ormoc Leyte / Tacloban Leyte / Southern Leyte

AREA	TAT	Minimum of 2 location (Existing Rate)	Minimum of 2 location (Revised Rate)
LUZON			
NCR			
Makati			
Mandaluyong			
Manila			
San Juan			
Pasig			
Marikina			
Quezon			
Caloocan	4 hours	PHP 438.00	PHP 400.00
Malabon			
Navotas			
Valenzuela			
Pasay			
Paranaque			
Taguig			
Pateros			
Muntinlupa			
Las Pinas			
CENTRAL VISAYAS			
Cebu City	4 hours	PHP 954.00	PHP 438.00
WESTERN VISAYAS			
Iloilo City	4 hours	PHP 1,362.00	PHP 950.00
MINDANAO			
Davao City	4 hours	PHP 660.00	PHP 438.00
Bicol Region V			
Camarines Sur	2 days	PHP 2,820.00	PHP 3,500.00
Naga			PHP 2,000.00
Puerto Palawan	2-3 days	PHP 7,000.00	PHP 2,500.00

*[Handwritten signatures and initials over the bottom right corner]*

### Annex I – Scope of Services

AREA	TAT	Minimum of 2 location	Minimum of 2 location
		(Existing Rate)	(Revised Rate)
LUZON			
NCR			
Makati			
Mandaluyong			
Manila			
San Juan			
Pasig			
Marikina			
Quezon			
Caloocan	4 HRS	Php438.00	PHP 400.00
Malabon			
Navotas			
Valenzuela			
Pasay			
Paranaque			
Taguig			
Pateros			
Muntinlupa			
Las Pinas			

Cavite Region IV-A

Bacoor	4 HRS	Php546.00	PHP 546.00
Imus			PHP 546.00
Kawit			PHP 546.00
Noveleta			PHP 546.00
Rosario		Php714.00	PHP 714.00
Tanza			PHP 714.00

Cavite Region IV-B

Cavite City	4 HRS	Php786.00	PHP 786.00
Naic	1 Day		PHP 786.00
Trece Martires	1 Day		PHP 786.00
General Trias	4 HRS		PHP 786.00
GMA	1 Day		PHP 786.00
Dasmariñas	4 HRS		PHP 714.00
Carmona	1 Day	Php714.00	PHP 714.00
			PHP 714.00

Cavite Region IV-C

Ternate	1 Day	Php948.00	PHP 948.00
Silang			PHP 948.00
Amadeo			PHP 948.00
Mendez			PHP 948.00
Tagaytay			PHP 948.00
Alfonso			PHP 948.00
Maragondon			PHP 948.00
Indang			PHP 948.00
Magallanes			PHP 948.00
Gen. Emilio Aguinaldo	1 Day	Php948.00	PHP 948.00

*JFK BSN*

Rizal Region IV-A

Cainta	1 Day	Php546.00	PHP 546.00
Taytay			PHP 546.00
Antipolo			PHP 546.00

Rizal Region IV-B

Angono	1 Day	Php738.00	PHP 738.00
Binangonan			PHP 738.00
Cardona			PHP 738.00
Morong			PHP 738.00
Teresa			PHP 738.00
San Mateo			PHP 738.00
Baras			PHP 738.00
Tanay			PHP 738.00
Pililia			PHP 738.00
Jala Jala			PHP 738.00
Montalban			PHP 738.00

Laguna Region IV-A

San Pedro	1 Day	Php546.00	PHP 546.00
Binan			PHP 546.00
Sta Rosa		Php714.00	PHP 714.00
Cabuyao		Php714.00	PHP 714.00

Laguna Region IV-B

Calamba	1 Day	Php906.00	PHP 906.00
Los Banos			PHP 906.00
Bay			PHP 906.00
Calauan			PHP 906.00
Victoria			PHP 906.00
Nagcarlan			PHP 906.00
Rizal			PHP 906.00
San Pablo			PHP 906.00
Alaminos			PHP 906.00

Laguna Region IV-C

Liliw	1 Day	Php948.00	PHP 948.00
Majayjay			PHP 948.00
Cavinti			PHP 948.00
Luisiana			PHP 948.00
Magdalena			PHP 948.00
Sta Cruz			PHP 948.00
Pagsanjan			PHP 948.00
Lumban			PHP 948.00
Kalayaan			PHP 948.00
Paete			PHP 948.00
Pakil			PHP 948.00
Pangil			PHP 948.00
Mabitac			PHP 948.00
Famy			PHP 948.00
Sinuluan			PHP 948.00
Sta Maria			PHP 948.00

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Quezon Region IV-A

San Antonio	1 Day	Php1,476.00	PHP 1,476.00
Tiaong			PHP 1,476.00
Dolores			PHP 1,476.00
Sariaya			PHP 1,476.00
Candelaria			PHP 1,476.00
Lucban			PHP 1,476.00
Tayabas			PHP 1,476.00
Pagbilao			PHP 1,476.00
Sampaloc			PHP 1,476.00
Lucena			PHP 1,476.00
Mauban			PHP 1,476.00
Polilio Island	3 days	Php 4, 500.00	PHP 6,500.00
Infanta			PHP 4,500.00

Quezon Region IV-B

Alimonan	2 days	Php1,578.00	PHP 1,578.00
Padre Burgos			PHP 1,578.00
Agdangan			PHP 1,578.00
Unisan			PHP 1,578.00
Plaridel			PHP 1,578.00
Gumaca			PHP 1,578.00
Pilogo			PHP 1,818.00
Maca Lelon			PHP 1,818.00
Gen. Luna			PHP 1,818.00
Catanauan			PHP 1,818.00
Mulanay	2 days	Php1,938.00	PHP 1,938.00
San Francisco			PHP 1,938.00
San Andres			PHP 1,938.00
San Narciso			PHP 1,938.00
Buena Vista			PHP 1,938.00
Guinayangan			PHP 1,938.00
Lopez			PHP 1,938.00
Calauag			PHP 1,938.00
Tagkawayan			PHP 1,938.00
Alabat			PHP 1,938.00
Perez			PHP 1,938.00
Aurora		Php2,500.00	PHP 2,500.00
Aurora Baler		Php3,500.00	PHP 1,500.00
Aurora Dilasag			PHP 5,000.00

*John G. Sison  
JGS  
July 2008*

Batangas Region IV-A

Sto. Tomas	1 day	Php1,050.00	PHP 1,050.00
Tanauan			PHP 1,050.00
Malvar			PHP 1,050.00
Talisay			PHP 1,050.00
Laurel			PHP 1,050.00
Balete			PHP 1,050.00
Lipa City			PHP 1,050.00
Mataas na Kahoy			PHP 1,050.00
Lian			PHP 1,050.00
Nasugbu			PHP 1,050.00
Balayan			PHP 1,050.00
Calaca			PHP 1,050.00
Tuy			PHP 1,050.00
Lemery			PHP 1,050.00
Taal			PHP 1,050.00
Sta Teresita	1 day	Php1,050.00	PHP 1,050.00
Alitagtag			PHP 1,050.00
Cuenca			PHP 1,050.00
San Jose			PHP 1,050.00
San Luis			PHP 1,050.00
Bauan			PHP 1,050.00
San Pascual			PHP 1,050.00
Batangas City			PHP 1,050.00
Ibaan			PHP 1,050.00
Rosario			PHP 1,050.00
Padre Garcia			PHP 1,050.00
Taysan			PHP 1,050.00

Batangas Region IV-B

San Juan	1 day	Php1,356.00	PHP 1,356.00
Mabini			PHP 1,356.00
Calatagan			PHP 1,356.00
Lobo			PHP 1,356.00
Oriental Mindoro	1 day	Php 3,000.00	PHP 2,000.00
Occidental Mindoro	1 day	Php 5,000.00	PHP 2,500.00
Lubang			PHP 3,850.00
Puerto Palawan	2-3 days	Php 7,000.00	PHP 2,500.00
El Nido Palawan	2-3 days	Php 8,000.00	PHP 3,900.00
Marinduque	3 days	Php 5,500.00	PHP 5,000.00
Romblon	3 days	Php 5,000.00	PHP 5,000.00

Bicol Region V

Camarines Norte	1-2 days	Php2,820.00	PHP 2,000.00
Daet			PHP 1,000.00
Camarines Sur			PHP 2,000.00
Naga			PHP 1,000.00
Pili			PHP 2,500.00
Iriga City			PHP 2,820.00
Legazpi			PHP 2,800.00
Albay			PHP 2,500.00
Catanduanes			PHP 4,700.00
Sorsogon			PHP 4,860.00
Masbate			PHP 5,000.00

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Region III - Central Luzon

Bulacan	8 hours	Php738.00	PHP 738.00
Pampanga	24 hours	Php786.00	PHP 786.00
San Fernando, Pampanga	8 hours	Php786.00	PHP 786.00
Angeles, Pampanga	8 hours	Php786.00	PHP 786.00
Tarlac	24 hours	Php786.00	PHP 786.00
Zambales	1 day	Php1,620.00	PHP 1,620.00
Bataan	24 hours	Php1,620.00	PHP 1,620.00
Nueva Ecija	24 hours	Php786.00	PHP 786.00
Cabanatuan, Nueva Ecija	8 hours		PHP 786.00

Cordillera Admin Region

Benguet	1-2 days	Php1,320.00	PHP 1,320.00
Baguio	1 day	Php1,560.00	PHP 1,560.00
Ifugao	1-2 days	Php1,800.00	PHP 1,800.00
Mountain Province	1-2 days	Php2,340.00	PHP 2,340.00
Kalinga	1-2 days	Php2,340.00	PHP 2,340.00
Abra	1-2 days	Php2,340.00	PHP 2,340.00
Apayao	1-2 days	Php2,340.00	PHP 2,340.00

Region II - Cagayan Valley

Nueva Vizcaya	1-2 days	Php2,154.00	PHP 2,154.00
Quirino	2 days	Php2,154.00	PHP 2,154.00
Isabela	1 day	Php2,274.00	PHP 2,274.00
Cagayan	2 days	Php2,274.00	PHP 2,274.00
Tuguegarao	2 days	Php2,274.00	PHP 2,274.00

Region I - Ilocos/Pangasinan

Pangasinan	1 day	Php954.00	PHP 954.00
La Union	1 day	Php984.00	PHP 984.00
Ilocos Sur	1 day	Php2,394.00	PHP 2,394.00
Ilocos Norte	1 day	Php2,394.00	PHP 2,394.00

WESTERN VISAYAS

Aklan	2 days	Php1,962.00	PHP 1,962.00
Capiz	2 days	Php1,134.00	PHP 1,134.00
Iloilo City	4 hours		PHP 950.00
Passi			PHP 1,362.00
Ajuy			PHP 1,362.00
Alimodian			PHP 1,362.00
Anilao			PHP 1,362.00
Badiangan			PHP 1,362.00
Balasan		Php1,362.00	PHP 1,362.00
Banate			PHP 1,362.00
Barotac Nuevo			PHP 1,362.00
Barotac Viejo			PHP 1,362.00
Batad			PHP 1,362.00
Bingawan			PHP 1,362.00
Cabatuan			PHP 1,362.00
Antique	2 days	Php1,362.00	PHP 1,362.00
Guimaras	3 days	Php1,134.00	PHP 1,134.00

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Negros Occidental

Bacolod	1-2 days	Php1,362.00	PHP 1,362.00
Talisay			PHP 1,410.00
Victoria			PHP 1,410.00
Cadiz			PHP 1,410.00
Sagay			PHP 1,410.00
Bago			PHP 1,410.00
La Carlota			PHP 1,410.00
San Carlos			PHP 1,494.00
Kabankalan			PHP 1,494.00

CENTRAL VISAYAS

Bohol	1-2 days	Php1,140.00	PHP 1,140.00
Camiguin Island	1-2 days		PHP 3,500.00
Cebu City			PHP 438.00
Lapu-Lapu 4 hrs			PHP 438.00
Mandaue 4 hrs			PHP 438.00
Cebu Town			PHP 954.00
Alcantara			PHP 954.00
Alcoy			PHP 954.00
Alegria			PHP 954.00
Aloguinsan			PHP 954.00
Argao			PHP 954.00
Asturias			PHP 954.00
Badian			PHP 954.00
Balamban			PHP 954.00
Bantayan			PHP 954.00
Barili			PHP 954.00
Boljoon			PHP 954.00
Borbon			PHP 954.00
Bogo			PHP 954.00
Carcar			PHP 954.00
Catmon			PHP 954.00
Compostela			PHP 954.00
Consolacion			PHP 954.00
Cordoba			PHP 954.00
Daanbantayan			PHP 954.00
Dalaguete			PHP 954.00
Danao			PHP 954.00
Dumanjug			PHP 954.00
Ginatilan			PHP 954.00
Liloan			PHP 954.00
Madridejos			PHP 954.00
Malabuyoc			PHP 954.00
Medellin			PHP 954.00
Minglanilla			PHP 954.00
Moalboal			PHP 954.00
Naga			PHP 954.00
Oslob			PHP 954.00
Pilar			PHP 954.00
Talisay			PHP 954.00
Toledo			PHP 954.00
Negros Oriental	2 days	Php2,160.00	PHP 2,160.00

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DRAFTING

EASTERN VISAYAS

Biliran	1-2 Days		PHP 5,000.00
Tacloban	1 day	PHP 5,000.00	PHP 2,500.00
Ormoc Leyte	1 day	PHP 5,000.00	PHP 2,500.00
Southern Leyte	1 day	PHP 7,000.00	PHP 2,900.00
Samar	2 days	PHP 5,700.00	PHP 2,900.00

MINDANAO

Misamis Oriental	1-2 Days		
Cagayan De Oro	1 day	PHP 630.00	PHP 630.00
Gingoog	2 days	PHP 894.00	PHP 894.00
Agusan Del Norte	1 day		
Butuan	1 day	PHP 2,160.00	PHP 2,160.00
Agusan Del Sur			
Properidad	2 days	PHP 1,374.00	PHP 1,374.00
Surigao Del Sur			
Tandag	2 days	PHP 2,130.00	PHP 2,130.00
Wao			PHP 3,500.00
Lanao Del Norte			
Tubod			
Ilagan	2 days	PHP 1,080.00	PHP 1,080.00
Bukidnon			PHP 1,194.00
Malanbalay	2 days	PHP 1,014.00	PHP 1,014.00
Lanao Del Sur (ARMM)			
Marawi	2 days	PHP 1,314.00	PHP 3,500.00
Bacolod Kalawi			PHP 3,500.00
Misamis Occidental			
Oroquieta			PHP 1,794.00
Ozamis			PHP 2,754.00
tangub			PHP 2,754.00
Zamboanga Del Norte			
Dipolog			
dapitan	2 days	PHP 2,994.00	PHP 2,994.00
Zamboanga Del Sur	2 days		
Pagadian	1 day	PHP 2,034.00	PHP 2,034.00
Zamboanga City	1 day	PHP 2,394.00	PHP 2,394.00
Davao City	4 hours	PHP 660.00	PHP 438.00
Davao del Sur			
Digos			PHP 894.00
Bansalan			PHP 894.00
Don Marcelino			PHP 894.00

*Approved by [Signature]*

*JPC*  
*[Signature]*

## Davao del Norte

Tagum	1-2 days	Php720.00	PHP 720.00
Asunson			PHP 720.00
Babak			PHP 720.00
Carmen			PHP 720.00
Compostela			PHP 720.00
Kapalong			PHP 720.00
Kaputian			PHP 720.00
Mabini			PHP 720.00
Maco			PHP 720.00
Mawab			PHP 720.00
Monkayo			PHP 720.00
Montevista			PHP 720.00
Nabunturan			PHP 720.00
New Bataan			PHP 720.00
New Corella			PHP 720.00
Panabo			PHP 720.00
Pantukan			PHP 720.00
San Mariano			PHP 720.00
San Vicente			PHP 720.00
San Tomas			PHP 720.00
Samal Island		Php3,000.00	PHP 3,000.00
Compostela Valley			
Nasunturan	2 days	Php900.00	PHP 900.00
Davao Oriental	2 days	Php2,400.00	PHP 2,400.00
Mati	2 days	Php840.00	PHP 840.00
North Cotabato			
Kidapawan	2 days	Php1,218.00	PHP 1,218.00
South Cotabato			
Koronada	2 days	Php1,794.00	PHP 1,794.00
General Santos			
Sarangani			
Alabel	2 days	Php1,914.00	PHP 1,914.00
Sultan Kudarat	3 days		PHP 3,500.00
Kalamansig			PHP 4,000.00
Lebak			PHP 3,500.00
General Salipada K Pendatun			PHP 3,500.00
Maguindanao	2 days	Php2,094.00	PHP 2,094.00
Shariss Aguak			

Roxanne / m  
JRC

/m  
JRC

ADDITIONAL SERVICES:

REPORT/ SERVICE	AREA	PRICE
CAR HISTORY	Metro Davao	
	Metro Cebu Metro Manila	Php450.00
CREDIT & BANK CHECKING	Metro Davao	
	Metro Cebu Metro Manila	Php200.00
COURT CASE CHECKING	Metro Manila	Php 400.00

NOTES:

1. CCSI shall have the option to refuse CI jobs in areas that are classified as "DILCO" (Difficult Living Conditions), provided that the client is immediately informed. DILCO accounts are those that are in depressed areas, flood prone areas, NPA infested areas and other areas where it would be hazardous for the health and safety of both the Subject / Loan Applicant and the Credit Investigator to be.
2. Report submitted beyond the agreed turn-around-time shall be charged twenty percent (20%) of actual rate and additional ten percent (10%) for every succeeding days.
3. Rates are subject for 12% VAT

Sample Penalty Computation

**4 hrs TAT**

Reference Cost (Rate)	500	
Net Cost (Rate)		% Penalty
20% - 1st penalty	400	20%
Succeeding days		
10% - Day 2	360	10%
10% - Day 3	324	10%
10% - Day 4	292	10%
10% - Day 5	262	10%
10% - Day 6	236	10%
10% - Day 7	213	10%
10% - Day 8	191	10%

\*Gradual penalty per day

**Provincial TAT**

Reference Cost (Rate)	1000	
Net Cost (Rate)		% Penalty
20% - 1st penalty	800	20%
Succeeding days		
10% - Day 2	720	10%
10% - Day 3	648	10%
10% - Day 4	583	10%
10% - Day 5	525	10%
10% - Day 6	472	10%
10% - Day 7	425	10%
10% - Day 8	383	10%

\*Gradual penalty per day