

February 16, 2022

SERVICE CENTER OWNER

Subject : Amended Service Agreement

To Service Center Owner,

Please be advised that the following provisions in the attached 2022 Authorized Service Center Agreement have been amended as follows:

Signatories	Signature of witness - JENNIFER LOPEZ - Service Head Signature of Authorized representative - KEUNSEON CHOI Chief Finance Officer	Signature of witness - FRANCISCO MENCHACA - Customer Satisfaction Head Signature of Authorized representative - SIJEONG KIM - Customer Satisfaction Business Adviser
-------------	--	---

	2020	2022																		
4.4 Warranty Claim 4.4 Claim(a)(ii)	<p>4.4 Warranty Claim 4.4(a) The Contractor shall: (i) prepare a Warranty Claim in respect of each Product repaired or serviced in a Warranty Service. The Warranty Claim shall be in the form prescribed by Samsung from time to time; and</p> <p>4.5 submit the Warranty Claim to Samsung in a real time basis in which the repair is completed. No claims will be accepted by Samsung if the date of repairs is greater than (7) calendar days from the date of submission to Samsung. Contractor must submit all Warranty Claims through Samsung's Global Service Partner Network (GSPN). Contractor shall also submit the hardcopies of the Warranty Claims every 10th and 25th of the month.</p>	<p>4.4 Warranty Claim 4.4(a) The Contractor shall: (i) prepare a Warranty Claim in respect of each Product repaired or serviced in a Warranty Service. The Warranty Claim shall be in the form prescribed by Samsung from time to time; and (ii) submit the Warranty Claim to Samsung on a real time basis in which the repair is completed. No claims will be accepted by Samsung if the date of repairs is greater than (7) calendar days from the date of submission to Samsung. Contractor must submit all Warranty Claims through Samsung's Global Service Partner Network (GSPN). Contractor shall also submit the hardcopies of the Warranty Claims every 10th and 25th of the month.</p>																		
6.15(h) For the Disclosing Party	<p>For the Disclosing Party: Keun Seon Choi Samsung Electronics Philippines Corporation E-mail: amex@samsung.com Contact Number: 02-214-7777</p>	<p>For the Disclosing Party: Lawrence Lee V. Luang Samsung Electronics Philippines Corporation E-mail: l.luang@samsung.com Contact Number: 02-7214-7777</p>																		
6.19 KPI Performance (Supplier to Contractor)	<p>6.19 KPI Performance 6.19(a) The Supplier shall provide the Services so as to meet or exceed the KPI target for every KPI.</p>	<p>6.19 KPI Performance 6.19(a) The Contractor shall provide the Services so as to meet or exceed the KPI target for every KPI.</p>																		
17.2 Notices (a)(i) if to Samsung to	<p>if to Samsung to: Jennifer Lopez with a copy to the "Head of Legal" at the same address</p>	<p>if to Samsung to: Customer Satisfaction Head with a copy to the "Head of Legal" at the same address</p>																		
SCHEDULE 2 – KPIs and Service Measurements	<p>1.1 (b) Long Term Pending or LTP. The percentage of long term pending among total pending and completed repairs (daily closing). (i) Repair is categorized as LTP if: Carry In In Home Pick-up Service</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th>Carry In</th> <th>In Home</th> <th>Pick-up Service</th> </tr> <tr> <td>LTP</td> <td>S/I + 3days†</td> <td>S/I + 7days†</td> </tr> <tr> <td></td> <td></td> <td>Unit Received date + 3days†</td> </tr> </table> <p>(ii) Calculation Method:</p> $LTP = \frac{\text{Long Term Pending}}{\text{Total Repairs} + \text{Completed Repairs}} \times 100\%$	Carry In	In Home	Pick-up Service	LTP	S/I + 3days†	S/I + 7days†			Unit Received date + 3days†	<p>1.1 (b) Long Term Pending or LTP. The percentage of long term pending among total pending and completed repairs (daily closing). (i) Repair is categorized as LTP if:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th>Carry In / PS (MX)</th> <th>Carry In / PS (AV)</th> <th>IN-HOME</th> </tr> <tr> <td>LTP</td> <td>S/I + 4days†</td> <td>S/I + 5days†</td> </tr> <tr> <td></td> <td></td> <td>S/I + 8days†</td> </tr> </table> <p>(ii) Calculation Method:</p> $LTP = \frac{\text{Long Term Pending}}{\text{Total Repairs} + \text{Completed Repairs}} \times 100\%$	Carry In / PS (MX)	Carry In / PS (AV)	IN-HOME	LTP	S/I + 4days†	S/I + 5days†			S/I + 8days†
Carry In	In Home	Pick-up Service																		
LTP	S/I + 3days†	S/I + 7days†																		
		Unit Received date + 3days†																		
Carry In / PS (MX)	Carry In / PS (AV)	IN-HOME																		
LTP	S/I + 4days†	S/I + 5days†																		
		S/I + 8days†																		
	<p>1.1(d) In Home D+1. The rate of repairs completed within Call Received Date+1Day (RD+1) or same day of Preferred Date (PD+0) (i) Repair complete date is calculated based on "Repair Complete" status in GSPN (ii) Calculation method:</p>	<p>1.1 (d) In Home FTC. Rate of repairs completed within 1st visit date based on Happy Call Survey (i) Repair complete date is calculated based on "Repair Complete" status in GSPN (ii) Calculation method:</p>																		

	<p>$IHD + 1 = \frac{\text{Repairs Completed within Call Received date/day or within Preferred Date}}{\text{Repair Complete}} \times 100\%$</p> <p>1.1(e) Carry In 1Hr. The rate of repairs completed within 1hour from repair received time.</p> <p>(i) Repair complete date is calculated based on "Repair Complete" status in GSPN</p> <p>(ii) Calculation method:</p> $CI 1Hr = \frac{\text{Repairs Completed within 1Hr from repair received date}}{\text{Repair Complete}} \times 100\%$	<p>$FTC = \frac{\text{Repairs Completed within 1st Visit Date (Happy Call)}}{\text{Total FTC Answer Count}} \times 100\%$</p> <p>1.1 (e) Calculation method:</p> <p>(i) Repair complete date is calculated based on "Repair Complete" status in GSPN</p> <p>(ii) Calculation method:</p> $FTC = \frac{\text{Repairs Completed within the same date from repair received date}}{\text{Repair Complete}} \times 100\%$																																																									
	<p>1.1(f) Pick up Service Turnaround Time or PS TAT. The average number of days from unit received date to repair complete date of units from pick up service.</p>	<p>1.1(f) Pick up Service Turnaround Time or PS TAT. The average number of days from unit received date to goods delivered date.</p>																																																									
SCHEDULE 3 Standard labour	<p>Mobile Phones</p> <table border="1"> <thead> <tr> <th>Product Category</th> <th>Sub-Product Category</th> <th>Service Type</th> <th>Amount (P)</th> <th>Defect Type</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Mobile Phones</td> <td rowspan="3">Pocket Type</td> <td rowspan="3">CI / PS / SR</td> <td>100</td> <td>Accessory Exchange</td> </tr> <tr> <td>150</td> <td>Software Upgrade / Simple Repair</td> </tr> <tr> <td>400</td> <td>Minor Repair</td> </tr> <tr> <td rowspan="3">Regular Phone / Wearable Device</td> <td rowspan="3">CI / PS / SR</td> <td>600</td> <td>Major Repair</td> </tr> <tr> <td>100</td> <td>Accessory Exchange</td> </tr> <tr> <td>150</td> <td>Software Upgrade / Simple Repair</td> </tr> <tr> <td>350</td> <td>Minor Repair</td> </tr> <tr> <td>600</td> <td>Major Repair</td> </tr> </tbody> </table>	Product Category	Sub-Product Category	Service Type	Amount (P)	Defect Type	Mobile Phones	Pocket Type	CI / PS / SR	100	Accessory Exchange	150	Software Upgrade / Simple Repair	400	Minor Repair	Regular Phone / Wearable Device	CI / PS / SR	600	Major Repair	100	Accessory Exchange	150	Software Upgrade / Simple Repair	350	Minor Repair	600	Major Repair	<p>Mobile Phones</p> <table border="1"> <thead> <tr> <th>Product Category</th> <th>Sub-Product Category</th> <th>Service Type</th> <th>Amount (P)</th> <th>Defect Type</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Mobile Phones</td> <td rowspan="3">Pocket Type</td> <td rowspan="3">CI / PS / SR</td> <td>100</td> <td>Accessory Exchange</td> </tr> <tr> <td>150</td> <td>Software Upgrade / Simple Repair</td> </tr> <tr> <td>400</td> <td>Minor Repair</td> </tr> <tr> <td rowspan="3">Regular Phone / Wearable Device</td> <td rowspan="3">CI / PS / SR</td> <td>600</td> <td>Major Repair</td> </tr> <tr> <td>100</td> <td>Accessory Exchange</td> </tr> <tr> <td>150</td> <td>Software Upgrade / Simple Repair</td> </tr> <tr> <td>350</td> <td>Minor Repair</td> </tr> <tr> <td>600</td> <td>Major Repair</td> </tr> <tr> <td>SH</td> <td>SH</td> <td>SH</td> <td>SH</td> <td>Fast Track Complex Repair</td> </tr> </tbody> </table>	Product Category	Sub-Product Category	Service Type	Amount (P)	Defect Type	Mobile Phones	Pocket Type	CI / PS / SR	100	Accessory Exchange	150	Software Upgrade / Simple Repair	400	Minor Repair	Regular Phone / Wearable Device	CI / PS / SR	600	Major Repair	100	Accessory Exchange	150	Software Upgrade / Simple Repair	350	Minor Repair	600	Major Repair	SH	SH	SH	SH	Fast Track Complex Repair
Product Category	Sub-Product Category	Service Type	Amount (P)	Defect Type																																																							
Mobile Phones	Pocket Type	CI / PS / SR	100	Accessory Exchange																																																							
			150	Software Upgrade / Simple Repair																																																							
			400	Minor Repair																																																							
	Regular Phone / Wearable Device	CI / PS / SR	600	Major Repair																																																							
100			Accessory Exchange																																																								
150			Software Upgrade / Simple Repair																																																								
350	Minor Repair																																																										
600	Major Repair																																																										
Product Category	Sub-Product Category	Service Type	Amount (P)	Defect Type																																																							
Mobile Phones	Pocket Type	CI / PS / SR	100	Accessory Exchange																																																							
			150	Software Upgrade / Simple Repair																																																							
			400	Minor Repair																																																							
	Regular Phone / Wearable Device	CI / PS / SR	600	Major Repair																																																							
100			Accessory Exchange																																																								
150			Software Upgrade / Simple Repair																																																								
350	Minor Repair																																																										
600	Major Repair																																																										
SH	SH	SH	SH	Fast Track Complex Repair																																																							

Please be guided accordingly.

Feel free to contact us if you have any concerns.

Instructions:

- In page 25, ensure that the signatory of this agreement is the Owner (For Sole Proprietor) with 1 Witness or the President (For Corporation) with 1 Witness.
 - In the event that the Owner (For Sole Proprietor) is not available, please attach Special Power of Attorney allowing another person to sign the contract.
 - Or the President (For Corporation) is not available; the Authorized Person of the President must be the signatory of the contract and attached copy of Secretary's Certificate.

Signature of witness

FRANCISCO MENCHACA
Customer Satisfaction Head

WITNESS SIGNATURE

Signature of witness

WITNESS COMPLETE NAME

Name of witness (please print)

Signature of Authorized representative

SIJEONG KIM
Customer Satisfaction Business Adviser

OWNER/ PRESIDENT SIGNATURE

Signature of Authorized representative

WILFRED S. DE LEON

Name of Authorized representative

- Return ALL singed copy to SEPCO for us to Notarize.

Please return the singed original copy of contract to:

Name : Janissa Sadorra or Eilen Brila
 Address : 9/F Science Hub Tower 4 McKinley Hill Cyberpark Fort Bonifacio Taguig City
 Contact Number : 0905 465 2922
 Email Address : cs.adm01@partner.samsung.com

Very truly yours,

Network Operations

**AUTHORIZED SERVICE CENTER
SERVICE AGREEMENT**

BETWEEN

**Samsung Electronics Philippines Corporation
AND
Save 'N Earn Sales, Inc.**



SAMSUNG AUTHORIZED SERVICE CENTER AGREEMENT

This Agreement is made on January 1, 2022 between the following Parties:

- 1 Samsung Electronics Philippines Corporation, a corporation existing under the laws of the Philippines, with its place of business at 7th to 10th Flrs., Science Hub Tower 4, McKinley Hill Cyberpark, 1110 Campus Avenue cor. Milano St., Fort Bonifacio, Taguig City ("Samsung");

and

- 2 Save 'N Earn Sales, Inc. ("Contractor"), a corporation existing under the laws of the Philippines, with its registered office at 2nd Floor Island City Mall Dampas District Tagbilaran City, and tax registration number 005-886-978-000, on the other part.

Recitals

- A Samsung is an importer and wholesale distributor of certain electronic Products under the brand name "Samsung" in the Philippines;
- B The Contractor is an INDEPENDENT CONTRACTOR and guarantees that it has an independent business, adequate capital and facilities, and qualified and competent personnel necessary to carry out the Service as defined in Section 3.1 of this Agreement.
- C Contractor has requested Samsung, and Samsung has agreed, to authorize the Contractor to service and repair the Products under Warranty Service and Non-Warranty Service at the Authorized Service Center for the consideration and on the terms and conditions contained in this Agreement.

The Parties agree:

1. Definitions and Interpretation

1.1. Definitions

Agreement means this agreement, including any recitals, schedules and annexures;

Authorized Service Center means an entity approved by Samsung for the repair and service of Products operating at the Location and servicing the Service Area;

Authorization includes any consent, legislation, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world (collectively "**Governmental Agency**"), and any consent or authorization regarded as given by a Governmental Agency due to the expiration of the period specified by a statute within which the Governmental Agency should have acted if it wished to proscribe or limit anything already lodged, registered or notified under that statute;

Business Day a day on which banks are open for business in the place where the act is to be performed or payment is to be made;

Confidential Information shall mean any and all communications between the Parties, and all information and other materials supplied to or received by either of them from the other Party, in writing, orally, visually or in any other medium, or to which one party obtains access in connection with or as a result of entering into this Agreement or performing obligations pursuant to this Agreement and that relates to the other party or its affiliates, (a) prior to or on the date of this Agreement whether or not marked confidential; (b) after the date of this Agreement, whether or not marked confidential with an appropriate legend, marking, stamp or other obvious written identification by the disclosing party, (c) all information concerning the business transactions of the Parties, and (d) information regarding sales figures and raw data in respect of the sales or marketing of the Products. For the avoidance of doubt, the confidentiality obligations under any validly existing or co-terminus non-disclosure agreement(s) between the Parties shall remain valid in accordance with the terms therein and shall not be affected by the terms of this Agreement.

Customer means a person who beneficially owns the Product;

Data Subject refers to an individual whose personal, sensitive personal or privileged information is processed and transferred to the Receiving Party;

Defect means a defect in respect of the materials or the workmanship of a Product however arising;

"Dispute" has the meaning set out in Section 8.1;

"Exclusive" means catering Service for Samsung products only;

"Force Majeure" refers to the events including, but not limited to, acts of God, war, civil commotion, riot, blockade or embargo, delays of carriers, fire, explosion, breakdown, union dispute, earthquake, epidemic, flood, windstorm, lack or failure of sources of supply, delays of vendors, the passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any governmental authority, beyond the reasonable control of the Parties, whether or not foreseeable, which renders performance impossible or economically impractical;

"GSPN System" means the Global Service Partner Network system used by Samsung and the Samsung Group for the purpose of handling and processing service claims and Spare Parts ordering

"In Home Service Product" means any Product sold by Samsung where in-home service of the Product is a condition of the Warranty Service;

"Initial Infrastructure" means materials bearing Samsung trademarks, such as store signage, communication wall, graphic materials, category insert, communication materials such as backers, posters, spec cards, which Samsung has supplied to the Contractor;

"KPI" means monthly key performance indicators set out at Schedule 2;

"KPI Incentive" means any sums payable by Samsung as a result of the Contractor's achievements of the KPI Target;

"Location" means the exact address of the Authorized Service Center as stated in Item A of Schedule 1 and as reflected in its business permit;

"Labour Charge" means the element of the Charges calculated in accordance with Schedule 3;

"Non-Exclusive" means catering Service for Samsung products and other brands;

"Non-Warranty Service" means a Service other than a Warranty Service;

"Officer" means in relation to a body corporate, a director or secretary of that body corporate;

"On Site Evaluation Grade" means the grade awarded in an on-site Evaluation under Section 6.20;

"Parties" means the parties to this Agreement, and a "Party" means any one of them (whichever is relevant);

"Personal Data" refers to all types of Personal Information and Sensitive Personal Information that are under the custody of the Disclosing Party;

"Personal Data Breach" refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, persona data transmitted, stored, or otherwise processed;

"Product" means a product sold under the brand name "Samsung" falling within the product categories specified in Item B of Schedule 1, which may be changed by Samsung from time to time with notice to the Contractor;

"Service" means the service and repair of a Product under Section 3.1 and in accordance with the terms of this Agreement;

"Service Area" means the area set out in Item C of Schedule 1 to this Agreement, or notified by Samsung to the Contractor in writing;

"Spare Parts" means the standard parts supplied and/or otherwise specified by Samsung for the repair of the Products;

"Term" means the period of effectivity of this agreement; and includes any renewal of this Agreement;

"Warranty" means any Samsung Electronics Co Ltd's international manufacturer's warranty, "Limited International Warranty" or similar warranty, and/or any warranty issued by Samsung and usually set out in the Warranty Card.

"Warranty Card" means the warranty card supplied by Samsung with each of the Products detailing the Warranty applicable to that Product;

"Warranty Claim" means a claim form completed by the Contractor and submitted to Samsung in the manner and form prescribed in this Agreement or as otherwise specified in writing by Samsung from time to time;

"Warranty Period" means, in respect of a Product, the period specified by the Warranty and calculated to start on the date of purchase of the Product by the Customer as evidenced by the Warranty Card, the purchase docket or any other documentation;

"Warranty Service" means Service which is completed subject and pursuant to, and strictly in accordance with, the terms of the Warranty and in accordance with the terms of this Agreement;

"Working Days" means the days upon which the Contractor is open for business; and

"Working Hours" means the hours on the Working Days during which the Contractor is open for business.

2. Scope and Nature of Appointment

2.1 Appointment as a Non Exclusive Authorized Service Center

- 2.1(a) Samsung hereby appoints the Contractor to be a Non Exclusive Authorized Service Center in respect of the Products in the Location and Service Area only from the date of this Agreement until December 31, 2022 ("Initial Term"). This Agreement shall be automatically renewed starting January 1, 2023, on a year-to-year basis, unless either Party provides notice to the other, not less than ninety (90) calendar days prior to the expiration of the then-current Term, of its intention not to renew the Agreement.
- 2.1(b) Subject to Sections 2.3 and 2.4, Samsung grants to the Contractor the right to promote and advertise itself to be a third party Authorized Service Center in respect of the Products, Location and Service Area, during the Term.

2.2 Relationship of the Parties and Non-exclusivity

- 2.2(a) The Parties acknowledge and agree that in the performance of the Services under this Agreement and for all other purposes of this Agreement, the Contractor will be an independent contractor and this Agreement shall not be construed as constituting the Contractor to be an employee or an agent of Samsung in respect of any matter and for any purpose whatsoever.
- 2.2(b) Samsung may, in its absolute discretion:
 - (i) approve any other person or persons to be an Authorized Service Center in respect of the Products during the Term;
 - (ii) service and repair the Products itself during the Term; and
 - (iii) may procure any person other than the Contractor to service and repair the Products any time before, during or after the Term.
- 2.2(c) The Contractor has no authority to act on behalf of Samsung or to exercise any of Samsung's rights or powers in respect of any matter except as provided in the Agreement or as expressly authorized by Samsung in writing from time to time and in particular shall not:
 - (i) act or purport to act on behalf of or for Samsung;
 - (ii) make any proposal, give any guarantee, enter into any contract or do any other thing which affects or purports to affect Samsung's interests in any way;
 - (iii) assert in the name of or on account of Samsung any claim or right which Samsung may have against any manufacturer of the components or parts or any other person in respect of any matter whatsoever;
 - (iv) describe, promote or advertise itself to be an agent or employee of Samsung
 - (v) represent, whether expressly or impliedly, the existence of any agency relationship or employment relationship between the Contractor and Samsung; or

- (vi) transfer, change, relocate or shift the Location, unless the Contractor provides Samsung with (30) calendar days prior written notice of such change. Upon receipt of such notice, Samsung is entitled to re-evaluate and review the transfer, change, relocate or shift by notifying the Contractor in writing of its objection which may include but not limited to the following reasons: low foot traffic, Redundant Network -several competing ASCs covering the same area. Upon receipt of Samsung's objection, the Contractor and Samsung shall negotiate in good faith of the merits of the transfer, change, relocate or shift. If no agreement is reached by the parties within 30 calendar days from the date of Samsung's objection, then Samsung may in its absolute discretion decide not to grant continuity of accreditation to that Location

2.3 Advertising Material

The Contractor shall only use advertising and promotional materials supplied or approved by Samsung to it from time to time for the purpose of advertising or promoting itself as an Authorized Service Center and the Contractor shall not use any advertising and promotional materials without the prior written consent of Samsung.

2.4 Advertising Restrictions

The Contractor shall ensure that all advertising and promotional materials conform in all respects with any guidelines given by Samsung to the Contractor from time to time including without limiting the generality of the foregoing in respect of use of the Samsung name and corporate logo, color schemes and designs.

3. Service Generally

3.1 Provision of Service

- 3.1(a) The Contractor shall provide the Service only in respect of Products, at the Location, in the Service Area during Working Hours and in accordance with the terms of this Agreement.
- 3.1(b) Upon a request from a Customer to service or repair a Product under Section 3.1, the Contractor shall immediately:
- (i) request from the Customer the Warranty Card, the proof of purchase such as official receipt, delivery receipt, or any other documentation in respect of the date of purchase of the Product;
 - (ii) inspect the Product if produced by the Customer; and
 - (iii) determine whether the Service is a Warranty Service based on the criteria set out in Section 3.1(c).
- 3.1(c) A Service will only be a Warranty Service if all the criteria set out in the rest of this Section 3.1(c) are true:
- (i) the Product is a genuine Samsung Product;
 - (ii) the Defect requiring the Service arose during the Warranty Period;
 - (iii) none of the Disentitling Factors in Section 3.2 applies;
 - (iv) none of the grounds for refusing Warranty Service in Section 3.2(a)(vii) apply; and
 - (v) none of the criteria in Section 3.4 for exclusion apply.

3.2 Disentitling Factors

- 3.2(a) Unless otherwise agreed to by Samsung, if any of the following criteria are met the Service shall not be a warranty Service:
- (i) a Product that ceases to carry the original manufacturer's serial number or was sold at auction;
 - (ii) a Product that was repaired, serviced or interfered with (in any way) other than by Samsung or a Samsung approved Authorized Service Center;

- (iii) a Product that was damaged by normal wear and tear, accident, misuse, failure to properly clean the Product (including heads, internal cavities, user accessible filters), failure to properly maintain and service, infestation by insects or vermin, incomplete installation, incorrect operation, excessive use, use for which it is not designed, use of faulty or leaking batteries, incorrect voltage;
- (iv) a Product that was rented;
- (v) a Product that was used in a commercial environment or used other than in a normal domestic or household environment (with the exception of such Products designated by Samsung for commercial use);
- (vi) any accessory (including any consumable) supplied with the Product including but not limited to cartridges, aerials, styli, detachable power leads, earphones, tuner, ribbons, connecting cables, batteries and tape; and
- (vii) a Product not proven to be covered by a Warranty valid for the country in which the Customer presents the Product to the Contractor (note that Warranty validity may be national, regional or international), see the Warranty Card.

3.3 Normal and Proper Use

- 3.3(a) The Contractor shall not provide a Warranty Service in respect of a Product where the Defect has been caused other than by an inherent defect in materials and workmanship including, without limitation:
- (i) any accident, transportation, neglect, misuse, excessive use, fault or negligence of any person other than an employee or agent of Samsung;
 - (ii) the Customer's failure to follow the operating instructions supplied with the Product or to observe any precautions recommended in any operations manual provided by Samsung with the Product;
 - (iii) the Customer's failure to provide a suitable environment for the Product including, but not limited to, failure to provide or the failure of appropriate electrical power or allowing any foreign matter such as liquid, moisture or dirt to enter or affect the Product;
 - (iv) a natural disaster or a Force Majeure, including, but not limited to, fire or water damage;
 - (v) infestation;
 - (vi) any alteration to the Product whether or not employing additional devices or parts;
 - (vii) any mechanical, electrical or other attachment not supplied and authorized by Samsung;
 - (viii) any external aerial, power plug or lead, power supply, faulty ancillary equipment or any other external interference or adjustment of any kind whatsoever;
 - (ix) batteries which are leaking, faulty or defective in any way;
 - (x) cleaning of any kind;
 - (xi) tampering with or servicing of the Product by a person other than Samsung or an Authorized Service Center; or
 - (xii) installation, removal or replacement of any feature performed by a person other than Samsung or an authorized ASC.

3.4 Restrictions of Warranty Service

- 3.4(a) Without the prior written consent of Samsung, the Contractor shall not provide a Warranty Service which includes:
- (i) adding to or removing from a Product, accessories, attachments or other devices;
 - (ii) repair of damage or replacement of parts of a Product due to normal wear and tear; and
 - (iii) replacement or adjustment of parts which were not furnished for the Product by Samsung.

3.5 Absence of Proof

- 3.5(a) If, for any reason, the Contractor is unable to make a determination under Section 3.1(b)(iii), the Contractor shall:
- (i) immediately inform the Customer that it is unable to make such a determination;
 - (ii) at the request of the Customer, refer all relevant information to Samsung to make the relevant determination; and
 - (iii) not provide a Warranty Service in respect of the Product without prior approval of Samsung.

3.6 Advising Customer

The Contractor must inform the Customer as soon as possible whether the Service is Warranty Service (see provisions of Section 4) or Non Warranty Service (see provisions of Section 5).

4. Warranty Service

4.1 Warranty Service

- 4.1(a) Notwithstanding any other provision of this Agreement, if the Service is a Warranty Service, the Contractor shall use its best endeavours to complete the Service in respect of the Product within three (3) Working Days or such other period as Samsung specifies.

4.2 Notification

- 4.2(a) If, for any reason, the Contractor is unable to complete the Service and return the Product to the Customer within the period specified in Section 4.1, it shall:
- (i) advise the Customer of that fact as soon as practicable after the Contractor becomes aware of that fact;
 - (ii) provide the Customer with an estimated completion date; and
 - (iii) complete the Service and return the Product to the Customer on or before the revised estimated completion date.

4.3 Place of Service

- 4.3(a) The Contractor shall provide the Warranty Service:

- (i) if the Product is a In Home Service Product, at the place at which the Product is situated; and
- (ii) if the Product is not a In Home Service Product, at the Location and Service Area.

4.4 Warranty Claim

- 4.4(a) The Contractor shall:

- (i) prepare a Warranty Claim in respect of each Product repaired or serviced in a Warranty Service. The Warranty Claim shall be in the form prescribed by Samsung from time to time; and
- (ii) submit the Warranty Claim to Samsung on a real time basis in which the repair is completed. No claims will be accepted by Samsung if the date of repairs is greater than (7) calendar days from the date of submission to Samsung. Contractor must submit all Warranty Claims through Samsung's Global Service Partner Network (GSPN). Contractor shall also submit the hardcopies of the Warranty Claims every 10th and 25th of the month.

4.5 Requirements of Warranty Claim

- 4.5(a) Without limiting the generality of Section 4.4, the Warranty Claim shall contain the following information (or, if some of the information is unavailable, an explanation in writing as to why it is unavailable):

- (i) the Contractor's service account number;
- (ii) the Customer's name, address and telephone number;
- (iii) the model and serial number and IMEI number (if applicable) of the Product;
- (iv) the date of purchase of the Product;
- (v) a detailed description of the Defect in the Product and the fault code;
- (vi) a detailed description of the Service rendered by the Contractor and the repair code;
- (vii) a description of the parts replaced together with their part numbers;
- (viii) the date of commencement of the Warranty Service;
- (ix) the date of completion of the Warranty Service;
- (x) the location code of the part replaced, adjusted or re-soldered;
- (xi) Samsung authorized document (or reference number) for special Warranty Service;
- (xii) the date of completion of the product's Shipping to the carrier/end user (in case of a pick-up service); and
- (xiii) the name (and personnel number) of the Contractor's employee carrying out the repair or carrying other final test to ensure quality of the repaired Product.

4.6 Rejection of Warranty Claim

- 4.6(a) Samsung may in its absolute discretion reject or return to the Contractor any Warranty Claim which:
- (i) is false, fraudulent or artificially inflated; or
 - (ii) has been altered or misrepresented in any way; or
 - (iii) fails to comply strictly with the provisions of this Section 4;
- and shall specify the reasons for the said rejection or return.

4.7 Incomplete Warranty Claim

The Contractor shall correct and re-submit to Samsung any Warranty Claim returned by Samsung under Section 4.7 within [seven (7)] working days after the date on which the returned Warranty Claim is received by the Contractor. If the Contractor does not correct and re-submit any Warranty Claim within the period prescribed herein, Samsung shall not be liable to pay the Warranty Claim even if it is otherwise valid.

4.8 Payment

- 4.8(a) Subject to Section 4.11, upon receipt of a Warranty Claim complying with this Section 4, Samsung shall pay the Contractor for:
- (i) Labour Charges as set out in Schedule 3, incurred by the Contractor in providing the Warranty Service;
 - (ii) The cost of refrigerants based on Warranty Guidelines and Policies
 - (iii) The cost of Spare Parts used in providing the Warranty Service in respect of the Product at the price at which the Contractor purchased those Spare Parts from Samsung;
 - (iv) Transportation rates as set out in Schedule 3, incurred by the Contractor in providing an In Home Service Product Warranty Service.
- (together the "**Warranty Charges**").

4.9 Rates may be changed

The Labour Charge rates set out in Schedule 3 and prices of Spare Parts rates may be changed by Samsung upon notice to the Contractor and will become effective on the date specified in the notice unless the Contractor terminates this Agreement in accordance with Section 134.

4.10 Excluded Charges, Costs or Expenses

- 4.10(a) The Warranty Charges are the only charges, costs or payments to be made for the Services. In particular, the following elements are not chargeable to Samsung or the Customer:
- (i) the costs of transporting the Product to and from the Contractor in connection with the Warranty Service; and
 - (ii) the costs of standard materials such as solder, cleaning chemicals and copper tubing, which costs are included in the Labour Charge specified in Section 4.10.

4.11 Timing of Payment

Samsung shall use its best endeavours to make the payments referred to in Section 4.10 within thirty (30) calendar days after the end of the month in which a valid and agreed Warranty Claim is submitted to Samsung by the Contractor.

4.12 Place and Manner of Payment

All payments by Samsung to the Contractor under this Agreement shall be made at such place and in such manner as agreed by the Parties from time to time.

4.13 No Charge to Customer

The Contractor shall not charge, pass costs to, or seek payment from, the Customer for any of the Warranty Services, the repair, or associated transport or other costs in any circumstances. This prohibition applies regardless of whether or not a Warranty Claim is accepted, rejected or returned by Samsung.

5. Non-Warranty Service

- 5.1 Subject to Section 5.2, if the Service is a Non-Warranty Service or the Customer requests the Contractor to perform a Non-Warranty Service in respect of a Product, the Contractor shall perform the Non-Warranty Service for the Customer subject to terms and conditions to be agreed between the Contractor and the Customer.
- 5.2 In respect of a Non-Warranty Service, the Contractor shall not be entitled to recover from Samsung its costs and expenses incurred in the completion of the Non-Warranty Service unless there is a prior written agreement to that effect.
- 5.3 The Contractor shall submit to Samsung in GSPN all Non-Warranty Service data within the month in which a Non-Warranty case happens or otherwise in accordance with a reporting schedule agreed with Samsung from time to time.

6. Obligations of the Contractor

6.1 Priority Service

The Contractor shall give priority to the provisions of the services under this Agreement over any other commitments which it may have and shall not enter into other commitments which will diminish the Contractor's ability to perform this Agreement.

6.2 Spare parts

The Contractor shall purchase and maintain a reasonable stock of Spare Parts throughout the tenure of this Agreement. The Contractor shall use only the Spare Parts which are supplied and/or otherwise specified by Samsung.

6.3 Faulty Parts and Unserviceable Parts

Subject to any direction that Samsung gives the Contractor to the contrary, the Contractor may either repair or replace any faulty, defective or unserviceable part which is reasonably required to be repaired or replaced to properly repair or service the Products.

6.4 Returning Faulty Parts

- 6.4(a) For certain products as nominated by Samsung from time to time, after effecting the Service, the Contractor shall:
- (i) properly mark all the faulty parts removed from the Product to indicate their model and serial numbers (including IMEI of the mobile equipment they were removed from, where relevant) and the precise reasons for their removal;
 - (ii) where required by Samsung, return the relevant parts to Samsung with seven (7) Working Days after the provision of the Service or any earlier time requested by Samsung according to the Samsung guidelines. If the parts are not returned according to the guidelines by the Contract the parts price amount will be deducted monthly from the warranty payment amount.

6.5 Using GSPN system

- 6.5(a) The Contractor shall accurately encode and update the status of all rendered Services, which include but not limited to Warranty Service, Non-Warranty repair, Product installation, and Product inspection. Such shall be done in real time.
- 6.5(b) The Contractor shall update in GSPN information relating but not limited to ASC Profile, engineer capacity and information, and Spare Parts inventory transactions.

6.6 Test Equipment

The Contractor shall have available and shall maintain at each of its service locations test equipment which is adequate and suitable for servicing and repairing the Products.

6.7 Further Test Equipment

The Contractor shall, at any time during the Term and at the reasonable request of Samsung, purchase new test equipment or upgrade the existing test equipment in order to properly perform the Service.

6.8 Remitting Products to Samsung

If the Contractor is unable to service or repair a Product due to the advanced technology of the Product, the absence of special test equipment which is only available at Samsung or for any other reason acceptable to Samsung, it may remit the Product to Samsung provided that:

- 6.8(a) it provides Samsung with (or, if some of the information is unavailable, an explanation in writing as to why it is unavailable):
- (i) the name, address and telephone number of the Customer;
 - (ii) the model and serial number and IMEI number (if applicable) of the Product;
 - (iii) the date of purchase of the Product; and
 - (iv) a detailed description of the fault or defect in the Product;
- 6.8(b) it obtains a service Product return number from Samsung and produces it at the time of remitting the Product to Samsung;
- 6.8(c) it adequately packages the Product and accepts full liability for any damage caused to the Product during transportation attributable to poor or inadequate packaging; and
- 6.8(d) the Contractor will accept all transport charges arising from the return of the Product unless otherwise agreed between Samsung and the contractor.

6.9 Taxes and Duties

- 6.9(a) Unless otherwise specified, the Contractor shall pay its own costs in relation to all tax, duty, sales tax, stamp duty or otherwise however designated, levied or based in connection with this Agreement.
- 6.9(b) The Contractor must pay any fine, penalty or other cost in respect of a failure to pay any amount described in Section 6.9(a).

- 6.9(c) The Contractor indemnifies Samsung against any amount payable under Sections 6.9(a) or 6.9(e) or both.
- 6.9(d) The Contractor is solely responsible for making all deductions and performing all acts necessary under income tax legislation, superannuation legislation, payroll tax legislation or other legislation which provides for long service leave or annual holidays to be paid in respect of its employees.
- 6.9(e) The Contractor is responsible for payment of group tax and goods and services tax and any other taxes as is applicable to the Contractor's business.

6.10 Costs and Expenses: Agreement

Each Party must bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery, stamping, registration and variation of this Agreement.

6.11 Contractor to Bear Costs

Anything which must be done by the Contractor under this Agreement, as agreed between the contractor and Samsung is to be done at the cost and expense of the Contractor unless otherwise expressly provided in this Agreement.

6.12 Compliance with Laws - General

Contractor shall comply with all applicable rules, laws or ordinances (including without limitation, the applicable laws governing consumer protection, unlawful trade practices, fair trading, anti-competition, and anti-bribery) in the performance of Contractor's obligations hereunder, and warrants that no such applicable rule, law or ordinance will be violated in the performance of its obligations. Contractor shall defend and hold Samsung harmless from any loss, cost or damage incurred as a result of any such violation. Upon request by Samsung, Contractor shall certify in writing that the Products marketed and sold pursuant to this Agreement are marketed and sold by Contractor in compliance with such rules, laws and ordinances.

6.13 Compliance with Laws - Export Control

Contractor agrees that material or information disclosed or provided under this Agreement may be subject to, as the case may be, the export laws and regulations of the United States of America, the European Union and/or other applicable national laws ("Export Control Laws") and any use or transfer thereof must be made in compliance with such regulations. Contractor shall not transfer, directly nor indirectly, any Product, Documentation or other information furnished under this Agreement to any country or person without first obtaining all required licenses or other governmental approvals and otherwise complying with all relevant export control laws including the Export Control Laws.

6.14 Compliance with Laws - Anti-Bribery and Corruption

Contractor shall ensure that its employees, agents, representatives and subcontractors etc. shall not directly or indirectly give, offer or promise to give or offer any money, gift, and/or illegal gratification, or exert or utilize unlawful influence on public and private person(s) to induce or reward an improper performance of a function and/or to obtain or retain business. Any breach of this Section is a material breach of contract and Samsung may terminate this Agreement immediately without any prior notice, in addition to any other remedies available to it at law and/or in equity

6.15 Compliance with Laws - Data Protection

Contractor agrees to comply with, and acknowledges and agrees that it shall be responsible for compliance with, all applicable data protection laws and regulations in collecting and handling customer or personal data. Contractor shall obtain written permission from its Customers to collect and make available such customer or personal data to Samsung or any third party data processors contracted by a Samsung Entity. Contractor shall implement appropriate technical and organizational measures to protect such customer or personal data against unauthorized or unlawful processing, collection, disclosure and against accidental loss, destruction, damage, alteration or disclosure.

- 6.15(a) The Services provided by Contractor under this Agreement will entail processing of personal data about End-customers which belongs to Samsung and/or to a third party to which Samsung is a data processor (Samsung and/or such third party is hereinafter referred to as the "Data Controller"). Contractor is a data processor and agrees to fulfill the obligations set out in this Section 6.
- 6.15(b) Contractor hereby undertakes to:

- (i) only carry out processing of the personal data in accordance with the Data Controller's instructions from time to time and in accordance with applicable data protection legislation; only carry out processing of the personal data in accordance with the Data Controller's instructions from time to time and in accordance with applicable data protection legislation;
- (ii) document routines and measures taken in order to comply with applicable data protection legislation and make such documentation available to the Data Controller upon the Data Controller's request;
- (iii) only process the data for the purpose of providing the services under this Agreement, and not for any other purpose unless agreed to in writing by Samsung;
- (iv) at the request of the Data Controller, irrevocably and unconditionally delete individual personal data (including all copies and back-ups) without delay but under no circumstances later than one week after the Data Controller's request;
- (v) implement and maintain appropriate technical and organizational measures to protect the personal data, for example against unauthorized or unlawful disclosure or processing and accidental loss or destruction of or damage to such personal data whereby the measures shall provide a level of security that is appropriate having regard to (i) the technical possibilities available, (ii) the costs for implementing the measures, (iii) the risks involved with the processing of the personal data, and (iv) the sensitivity of the personal data processed;
- (vi) devise appropriate systems and procedures to ensure that its processing of the personal data does not place the Data Controller in breach of any of the requirements under any applicable data protection legislation;
- (vii) comply with all decisions and measures that are decided by the National Privacy Commission or any other public authority;
- (viii) not, without the prior written consent of the Data Controller on a case-by-case basis, transfer or make available any of the personal data to any third party (e.g. subcontractor), provided always that each such third party shall have the same obligations towards the Data Controller as Contractor;
- (ix) at the request of the Data Controller, without delay (i) furnish the Data Controller with information, in such detail as may be required by the Data Controller, about each third party (e.g. subcontractors and where they are located) to which Contractor has transferred the personal data or made the personal data available, (ii) furnish the Data Controller with a written report specifying the measures that Contractor has taken in order to comply with its obligations under this Agreement, and (iii) allow the Data Controller to conduct audits at Contractor's premises to ensure and investigate such compliance; and
- (x) at the request of the Data Controller, without delay (i) furnish the Data Controller with information, in such detail as may be required by the Data Controller, about each third party (e.g. subcontractors and where they are located) to which Contractor has transferred the personal data or made the personal data available, (ii) furnish the Data Controller with a written report specifying the measures that Contractor has taken in order to comply with its obligations under this Agreement, and (iii) allow the Data Controller to conduct audits at Contractor's premises to ensure and investigate such compliance; and
- (xi) entitle the Data Controller to access all personal data being processed on behalf of the Data Controller and the systems used for this purpose, and provide the necessary assistance required for this.
- (xii) give the Data Controller notice immediately or within twelve (12) hours should it be aware of, or reasonably suspect, that a Security Incident or Personal Data Breach has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
- (xiii) employ reasonable efforts to ensure that the Personal Data that it processes are accurate and complete;

- (xiv) respect the rights of the Data Subject to the extent recognized by DPA Legislation and shall provide the necessary assistance and access to the Data Subject, in relation to the Personal Data of the Data Subject, in compliance with the requirements of the DPA Legislation; and
 - (xv) shall not disclose or transfer any Personal Data received from the Disclosing Party to any other third party whether within or outside of the Philippines without the prior written approval of the Disclosing Party, and such disclosure shall be consistent with the ability of the Disclosing Party to disclose the Personal Data and upon such additional terms and conditions which the Disclosing Party may impose on it for such disclosure or transfer.
 - (xvi) Where the Personal Data is to be transferred to another country, the Receiving Party warrants that the Personal Data is transferred in accordance with the requirements of DPA Legislation and the transferee shall implement the necessary safeguards and security measures to protect the Personal Data received in accordance with DPA Legislation.
- 6.15(c) Contractor shall when providing Services procure that the End-customers are informed, in accordance with applicable privacy laws, about the personal data processing taking place when providing the Services.
- 6.15(d) Reports and information provided by Contractor to Samsung under this Agreement may contain personal data related to the Contractor employees, and Contractor shall procure that its employees are informed, in accordance with applicable privacy laws, about such personal data transfer to Samsung (including to other companies within the Samsung Group within and outside of EU/EEA).
- 6.15(e) Regulatory authorities and other public bodies shall in accordance with law or court order be given access to make unannounced visits for the purposes of inspecting, examining, checking and auditing the data media and data processing units at Contractor's facilities handling the processing of personal data for Samsung. In the event of any such visit, access must be given to all data and Contractor shall provide any assistance required by such authorities.
- 6.15(f) Upon expiration or termination of this Agreement, Contractor shall, without delay but at least within one week, at the Data Controller's choice, return and/or irrevocably and unconditionally destroy all media (including all copies and back-ups) which contains the Data Controller's personal data and shall certify in writing that such return/destruction has occurred.
- 6.15(g) Contractor agrees to indemnify the Data Controller for any and all damage that the Data Controller suffers due to Contractor's failure to meet its obligations under this Section.
- 6.15(h) The Receiving Party shall promptly notify the Disclosing Party if any complaints are received about the processing of the Personal Data received from the Disclosing Party. The Receiving Party shall not make any admissions or take any action which may be prejudicial to the defense or settlement of any such complaint, and shall provide to the Disclosing Party such reasonable assistance as it may require in connection with such complaint. In this regard, the following representatives may be contacted on behalf of the Parties in relation to any issues involving Personal Data subject of this Agreement:

For the Disclosing Party:

Lawrence Lee V. Luang
 Samsung Electronics Philippines Corporation
 E-mail: l.luang@samsung.com
 Contact Number: 02-7214-7777

For the Receiving Party:

Raymond Michael B. Roldan
 Save 'N Earn Sales, Inc.
 E-mail: raymond.savenearn@gmail.com
 Contact Number: 0998-8436715

With copy to:

SEPCO Data Protection Officer
 E-mail: privacyph@samsung.com

With copy to:

Data Protection Officer
 Email: raymond.savenearn@gmail.com

6.16 Restrictions on the Contractor

The Contractor may not reproduce, copy, adapt, enhance or modify the Products, or reverse assemble or reverse compile or directly or indirectly permit a third person to reverse assemble or reverse compile the Products.

6.17 Training and Staff

- 6.17(a) Samsung, acting reasonably, may require specific employees of the Contractor to attend any training seminars or courses provided by or for Samsung, on terms specified by Samsung at the Contractor's reasonable expense.
- 6.17(b) The Contractor shall provide candidates for engineer assessment testing as reasonably requested by Samsung.

6.18 Retention of Records / Post Service Audit / Audit / On-Site Evaluations

- 6.18(a) The Contractor shall:
 - (i) retain the copies of all Spare Parts invoices, Warranty Claims and any other documents for at least ten (10) years, or longer, if required by Samsung from time to time and
 - (ii) permit Samsung and its authorized representatives reasonable access to the documents referred to in sub-clause (i) during normal business hours.
- 6.18(b) For reporting purposes and to assist the Parties to comply with the terms of this Agreement, the Contractor agrees to:
 - (i) keep true and accurate books and records with respect to the Authorized Service Center, permitting at all reasonable times their inspection and examination by Samsung;
 - (ii) provide comprehensive management accounts to Samsung on a quarterly basis; and
 - (iii) prepare all other reports, financial statements, forecasts, budgets, programs and other documents as may be required by Samsung from time to time.

6.19 KPI Performance

- 6.19(a) The Contractor shall provide the Services so as to meet or exceed the KPI target for every KPI.
- 6.19(b) Samsung may evaluate the Contractor as set out in Schedule 2 and SEPCO KPI Evaluation, Incentive and Penalty Program, which may be changed by Samsung from time to time and will become effective on the date specified in the notice unless the Contractor terminates this Agreement in accordance with clause Section 14.

6.20 On Site Evaluation

- 6.20(a) Regular On Site Evaluations for the operating partners will normally be carried out 1-2 times per year. Partners with a suspected Abnormal Bill as defined in Section 13, may be evaluated on-site more than the prescribed cycle.

Table 6.1: On Site Evaluation Object and Cycle: Depends on Center type and repair volume

Desc		Cycle
CRC	Center type	2/year
CSP/MSC/FSC	Volume : ≤30/month	1/year
ASC	Volume : <30/month	1/2year
New partner	Within 6months after contract	1 time

- 6.20(b) On Site Evaluations will result in an On Site Evaluation Grade being awarded, as set out in Table 6.17 (Evaluation). Depending on the Level achieved, the Contractor shall undertake the actions outlined in "Outcome" column of Table 6.17 and evaluation guide is Table 6.18

- (i) In the case of grade C,D : Recovery plan & result required
- (ii) When recovery plan delayed or failed (D) two consecutive times, repair center should be cancelled. In order to do that, Issue instant notice after evaluation also It should be done within 3 months considering the transfer of pending jobs
- (iii) Total 40 items(Basic information 3, Evaluation items 97) should be checked as Table 6.19

Table 6.17: Evaluation

Result	Level	Following Action
Grade A	Superior	-
Grade B	Normal Performance	
Grade C	Warning	Any actions for improvement identified in the audit must be completed successfully within 6 months
Grade D	Termination	Any actions for improvement identified in the audit must be completed successfully within 6 months; and A second 2 nd on-site Audit will occur to reassess the situation.

Table 6.18: Evaluation Guideline : Grading service centers by its type

Grade	CSP/FSC	CRC/MSC	ASC
A	Score : 90~100	90~100	
B	80~89	80~89	
C	79↓	70~79	
D	-	69↓	

Table 6.19: Items and score to be checked during evaluation

Category	Desc.		No.	Score
Basic Info.	Contract, Audit, System etc.		1	3
I T E M S	Branding	Signage, Brand wall, Uniform etc.	4	10
	Reception	Customer care, SO input, equipment, etc.	5	12
	HR/Edu.	Engineer ID, Training, Contents etc.	6	15
	Operation	KPI Management, IQC/OQC, STCM, S/W tool etc.	7	15
	Repair room	Standard Jig, ESD Tool, Flux, Tester etc.	5	11
	Parts	W/H, G/R,G/I process, Safety stock, UPC etc.	7	23
	Risk	Loan Set, Exchange & Refund, Insurance etc.	5	11

6.21 Volume of Repair Report

On request from Samsung, the Contractor shall collate and submit reports on all Warranty Service repair data and Non Warranty Service repair data.

6.22 Repair Progress Status

The Contractor shall provide details of the current status of all Warranty Service and Non Warranty Service repairs to Samsung in real time. Such updates shall be provided via GSPN. Such updates must occur on the same day as the event reported occurred and the data provided must be accurate.

7. Samsung's Covenants

7.1 Spare Parts

Samsung will endeavour to supply the Spare Parts to the Contractor on a priority basis provided that the Contractor specifies the correct part numbers at the time of the order.

7.2 Service Manual

Samsung will endeavour to provide the Contractor with online service manuals free of charge for each new model of the Products.

7.3 Other Support / Incentives

Samsung in its absolute discretion may from time to time provide other support and incentives to the Contractor such as signage, point of purchase kits and Customer Service improvement programs,

8. Dispute resolution

- 8.1 If any dispute arises between the Parties relating to, in connection with or arising out of this Agreement, including without limitation its construction, effect, the rights and obligations of the Parties, the performance, breach, rescission or termination of this Agreement, the entitlement of any Party to damages or compensation (whether for breach of contract, tort or any other cause of action) or the amount of that entitlement ("Dispute"), the Party claiming that a Dispute has arisen must deliver to the other Party a notice containing particulars of the Dispute ("Dispute Notice").
- 8.2 During the period of ten (10) calendar days after delivery of the Dispute Notice, or any longer period agreed in writing by the Parties, each of the Parties must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation.
- 8.3 If the parties are unable to resolve the Dispute within the period stated in Section 8.2, the Dispute must be referred to the respective managing directors (or their nominees) of the Parties. The Parties must ensure that their respective managing directors (or their nominees):
 - 8.3(a) have authority to negotiate and, if appropriate, enter into a binding agreement on behalf of the relevant Party;
 - 8.3(b) meet promptly (and in any event within five (5) calendar days after the matter is referred to them; and
 - 8.3(c) use their reasonable endeavours and act in good faith in an attempt to resolve the matter.
- 8.4 If the managing directors (or their nominees) have been unable to resolve the Dispute within the period stated in Section 8.2, then the parties must submit the Dispute to a mediator for mediation in accordance with the Arbitration Rules of the International Chamber of Commerce (the "ICC Rules") which ICC Rules are taken to be incorporated into this Agreement.
- 8.5 A party may not commence court proceedings in respect of a Dispute unless it has complied with this Section 8 and until the procedures in this Section 8 have been followed in full, except where:
 - 8.5(a) the party seeks injunctive relief in relation to a Dispute from an appropriate court where failure to obtain such relief would cause irreparable damage to the party concerned; or
 - 8.5(b) following those procedures would mean that a limitation period for a cause of action relevant to the issues in dispute will expire.

9. Warranties

9.1 Contractor's Warranties

- 9.1(a) The Contractor represents, warrants and covenants to Samsung that on execution of this Agreement and on the provision of any Service:
 - (i) **Service:** The Contractor warrants that all Services effected by it on Products will be effected in a proper and workmanlike manner, for a period of ninety (90) calendar days from the date of completion of such Service, and hereby indemnifies Samsung against any and all costs, expenses or losses that Samsung may suffer as a result of or arising out of any Service effected by the Contractor whatsoever;

- (ii) **Skills:** The Contractor and its employees and agents have all skills necessary to provide the Service;
- (iii) **Qualification:** The Contractor and its employees and agents each has attained qualifications in respect of the Products where applicable, and the requisite Authorizations for the provision of the Service in respect of the Product;
- (iv) **Premises:** The Contractor has premises, tools, equipment and machinery adequate for the provision of the Service;
- (v) **Authority:** It has full power and authority to enter into and perform its obligations under this Agreement;
- (vi) **Authorizations:** It has taken all necessary action to authorize the execution, delivery and performance of this Agreement in accordance with its terms;
- (vii) **Binding Obligations:** This Agreement constitutes its legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (viii) **Disclosure:** All information, including, but not limited to management accounts and financial statements, provided to Samsung by or on behalf of the Contractor in connection with this Agreement, the transaction contemplated by it and the assets, business and affairs of the Contractor is true and correct in all material respects and is not, whether by omission of information or otherwise, misleading;
- (ix) **Incorporation:** It is a corporation having limited liability, incorporated (or taken to be incorporated) or registered and validly existing under such applicable laws;
- (x) **Agreement:** The Contractor has read the Agreement and has had an opportunity to obtain legal advice in relation to the Agreement.

9.2 Set-Off

Samsung may set off any money or sum payable by Samsung under this Agreement against any money or sum due against any money or credit (including KPI Incentive) owing to the Contractor by Samsung under this or any other Agreement.

10. Liability of Samsung

- 10.1 Samsung is not liable, either in contract, tort, under statute or otherwise, to the Contractor or to any person claiming through the Contractor for any loss or damage of any kind (whether or not foreseeable), including, but not limited to indirect damage, including loss of profits or anticipated profits, in respect of any act or omission of Samsung or the Contractor under or purportedly under this Agreement, or in respect of any goods or services supplied or which should have been supplied under this Agreement, or any other agreements, contracts or arrangements the Contractor may have with any other party .
- 10.2 Section 10 applies howsoever the loss or damage arises, including, but not limited to, loss or damage from a negligent act or omission of the Contractor, loss or damage from a negligent act or omission of Samsung, the failure of the Contractor to provide services with due care and skill, or a breach of this Agreement by the Contractor or Samsung.
- 10.3 This Section 10 does not exclude, restrict or modify any condition, term, warranty, right or liability implied in this Agreement by a statute or by law if to do so would make this Section 10 void. For the avoidance of doubt, nothing in this Section 10 shall limit or exclude those Samsung's liability in respect of any conditions, terms and warranties imposed and required to be binding by statute.

11. Indemnity

11.1 The Contractor indemnifies Samsung against:

- 11.1(a) any claim, action, damage, loss, liability, cost, expense or payment, including, but not limited to indirect damage, including loss of profits or anticipated profits, which Samsung pays, suffers, incurs or is liable for or is likely to pay, suffer, incur or be liable for, in respect of or in any way (directly or indirectly); and
- 11.1(b) any costs and expenses of Samsung in relation to the enforcement, protection, waiver, or attempted enforcement or protection of any rights under this Agreement or in law or equity, and any consent or approval of Samsung given under this Agreement, including, but not limited to, any legal costs

and expenses and any professional consultant's fees for any of the above which occur as a result of or in connection with any of the events or circumstances in Section 11.2.

11.2 The events or circumstances referred to in Section 11.1 are:

- 11.2(a) any act, omission, neglect or default of the Contractor or any of its employees or agents;
 - 11.2(b) any infringement or alleged infringement of the copyright, patent, trade mark or other intellectual or industrial property right of any person; or,
 - 11.2(c) any breach or alleged breach of a duty of confidentiality owed to any person.
- 11.3 Section 11.1 applies whether the claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment arises in contract or tort, results from negligence; and regardless of whether it is direct, foreseeable or purely economic loss.

12. Confidentiality; No Reverse Engineering

- 12.1 All Confidential Information from Samsung to Contractor shall be kept confidential by the Contractor.
- 12.2 Contractor shall take all reasonable steps to minimize the risk of disclosure of Confidential Information, by ensuring that only those of its employees and directors ("Representatives") whose duties will require them to possess any of such information shall have access thereto, and will be instructed to treat the same as confidential. Contractor undertakes that their Representatives and any other persons authorized by them shall have a written agreement with the party which requires the Representative to observe the same degree of confidentiality on terms no less onerous than those herein and shall implement necessary internal rules in order to ensure confidentiality.
- 12.3 Contractor shall not make any press releases or public statements regarding or mentioning Samsung or this Agreement without prior written approval from Samsung.
- 12.4 In the event Contractor is required by law, regulation or a valid and effective order issued by a court of competent jurisdiction or by a governmental body having proper jurisdiction, to disclose any of the Confidential Information disclosed by Samsung, Contractor will promptly notify Samsung in writing of the existence, terms and circumstances surrounding such required disclosure so that Samsung may seek a protective order or other appropriate remedy from the proper authority. Contractor agrees to cooperate with Samsung in seeking such order or other remedy. Contractor further agrees that if it is required to disclose Confidential Information of Samsung, it will furnish only that portion of the Confidential Information that is legally required to be furnished and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.
- 12.5 The obligation contained in this Article shall survive even after the termination or expiry of this Agreement, for a period ending [five (5)] years from the expiry date or earlier termination date of this Agreement.
- 12.6 Contractor shall not decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Samsung's Confidential Information and/or Product by any means whatever, except as may be specifically authorized in advance by Samsung in writing.

12.7 Samsung Documents

The Contractor must ensure that all copies of Samsung documents including service manuals in the Contractor's care, custody or control will bear a notice stating that Samsung owns these documents and the copyright therein; and the documents are confidential to Samsung and not to be disclosed.

13. Abnormal Bill Regulation

- 13.1 In the event of finding any abnormal bill - fake bill, any erroneous statement/declaration of warranty claim whether unintentionally or deliberately, a penalty shall be imposed 5 times of the claim.
- 13.2 If any abnormal bill is found, Termination process shall be taken in accordance with termination clause herebelow.

14. Termination

- 14.1 Either Party may terminate this Agreement at will at any time by giving the other Party ninety (90) calendar days prior written notice.

14.2 Either Party may, without prejudice to its other rights or remedies, terminate this Agreement (and such termination will be considered by reason of the party's breach) with immediate effect by written notice to the other party if one or more of the following events occurs:

14.2(a) the other party commits a material breach of the Agreement (being a single event or a series of events which together amount to a material breach) which:

- (i) is capable of being cured and following notice from the other party requiring the party to cure the breach, that party does not cure the breach within thirty (30) calendar days of the receipt of written notice of the breach; or
- (ii) is not capable of being cured (other than by the payment of money);

14.2(b) any of the following events occur in respect of a party :

- (i) any moratorium, arrangement or composition with its creditors being obtained or entered into by or in relation to the party or any steps being taken to obtain or enter the same or any proceedings being commenced in relation to the party under any law, regulation or procedure relating to the reconstruction or adjustment of debts or the party commencing negotiations with one (1) or more of its creditors with a view to the general readjustment or rescheduling of all or part of its debts;
- (ii) a petition being presented at court (and not being discharged within twenty (20) calendar days, or a resolution being passed or an order being made for the winding up, bankruptcy or dissolution of the party ;
- (iii) a receiver, manager, sequestrator, administrative receiver, or other similar officer, or other encumbrancer taking possession of or being appointed over, or any distress, execution, attachment or other process being levied or enforced (and not being discharged within five (5) calendar days upon, against or in respect of the whole or any material part of the assets, rights or revenues of the party;
- (iv) the party ceases or threatens to cease to carry on the whole or a substantial part of its business or if the Party is dissolved;
- (v) a petition or other form of application is presented or made at court for the making of an administration order or the appointment of an administrator of the Party or an administrator of the Party is appointed or notice of intention to appoint such an administrator is given or filed at court; or
- (vi) the Party is subject to any winding up (whether provisional or final), judicial management, dissolution or business rescue arrangements (or in respect of all of the foregoing any analogues arrangements under any law to which the Party is subject) or the Party stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment debt in whole or in part within fourteen (14) calendar days.

14.2(c) The following events or circumstances are agreed by the Parties as being material breaches not capable of being cured under Section 14.2(a)(ii):

- (i) where (at any time after the first month of this Agreement), the Contractor has achieved a KPI Evaluation Grade of D or more:

14.2.c.i.1. over any continuous three month period; or

14.2.c.i.2. for any aggregate period of 4 months during the preceding 6 month period;

14.2(d) where the Contractor fails to update repair progress in accordance with clause 6.22 for:

- (i) any continuous 3 day period; or
- (ii) for any aggregate period of 5 days during a three month period; or

14.2(e) where Samsung has agreed specific performance criteria with the Contractor (above and beyond what is in this Agreement as at the date hereof) or has required any improvements as the result of On site Evaluation or Audit and the Contractor fails to meet any such criteria within the agreed or required parameters;

- 14.2(f) if the Contractor does anything (or omits to do anything) with the result that it brings Samsung's name into disrepute including, without limitation, carrying out unsafe repairs on any Equipment or returning any Equipment to a Customer in an unsafe condition;
- 14.2(g) if the Contractor fails to maintain Service and accounting records or make or attempt to make any claim or action by the Contractor that could be interpreted by Samsung (acting reasonably) as being fraudulent or contrary to normally acceptable industry standards;
- 14.2(h) where the Party breaches any of the following provisions: Restrictions on Contractor; Taxes and Duties; Costs and Expenses; Enforcements and Consents; Compliance with Laws; Restrictions on the Contractor; Indemnity or Confidentiality.
- 14.2(i) If Samsung judges the Contractor lacks competence or ability to perform this Agreement.
- 14.2(j) In case of finding any abnormal bill as defined in Section 13.

Table 14.1: Check items of termination reason

Items	Condition
General contract	Contract violation - In case of contract violation and impossible to resolve
	Changes in Company - New Name, new account, new business ownership, merging, bankruptcy, etc.
	Damage of Image - When issues happened which can be degraded to company image
SVC ability	Low Performance - Low SVC KPI results or poor evaluation grade
	Abnormal bill - Manipulation of Wty Bill information
	Happy Call results - In case of difference between Wty Bill information and happy call results
	Redundant Network - Several competitive ASC could already cover area
Management competence	Bad Credit - With several credit block due to payment delay or risky financial status

14.3 Obligations On Termination

- 14.3(a) In the event that either Party serves notice to terminate this Agreement then, for the avoidance of doubt, each of the Parties shall remain obliged to fulfil its obligations under this Agreement during the relevant notice period.
- 14.3(b) Upon Termination of this Agreement, the Parties must use their reasonable endeavours to resolve all outstanding business activities (including, without limitation, any claims for payment by the Contractor), within thirty (30) calendar days of such termination. The Contractor shall during the relevant notice period assist and co-operate with Samsung in the transition of all outstanding business activities to any replacement third party or to Samsung itself.
- 14.3(c) Upon Termination of this Agreement or at any time within the period of three (3) years from the Commencement Date, the Contractor shall, at the direction of Samsung, immediately deliver to Samsung the Initial Infrastructure and all documents which Samsung has supplied to the Contractor under this Agreement or otherwise

14.4 Claim upon Termination

- 14.4(a) Upon termination of this Agreement for any reason all payments due in respect of any Services actually provided, together with outstanding payments for any Spare Parts purchased by the Contractor from Samsung or a member of the Samsung group of companies shall remain payable in accordance with the terms of this Agreement, as if this Agreement were continuing.
- 14.4(b) The termination of the Agreement (for any reason) shall be without prejudice to any rights or obligations which shall have accrued prior to such termination and shall not destroy or diminish the binding force of any of the provisions of this Agreement which are expressly provided to come into force on, or continue in force after, such termination.
- 14.4(c) Neither Party shall be liable to the other for loss or damage arising from termination of the Agreement.

14.5 Return of goods following termination

Upon termination of this Agreement, the Contractor may elect to return to Samsung parts that it has purchased from Samsung during the term of the Agreement in accordance with the terms of any credit policy that Samsung has in place from time to time relating to return of goods, provided that the parts sought to be returned are in a saleable condition, have been unopened or unused in any way and have been purchased within the last six (6) months from the date of termination.

Samsung in its sole discretion may accept the request or portion of the request, provided that there is sufficient demand for the spare parts concerned. In the event that Samsung does agree to buy-back any such spare parts, Samsung may charge additional fee/s for accepted request/s to cover any administrative or handling cost.

Upon termination of this Agreement, the Contractor shall return to Samsung or destruct upon Samsung's agreement, any loaned equipment, free-of-charge spare parts and tangible assets, merchandising/advertising material bearing the "Samsung" logo or its registered trademarks.

Within 30 calendar days of termination, the Contractor shall provide Samsung full and accurate copies of any database that were created by the Contractor in connection within the provision of Services.

In respect of any databases that the Contractor provides to Samsung, Samsung is hereby granted an irrevocable license in perpetuity throughout the world to freely utilise such database in any manner that it deems appropriate. If Samsung so requires then the Contractor shall enter into any further documentation that Samsung may reasonably require to give full effect to this Section clause.

15. Intellectual Property Rights

15.1 No Grant of Intellectual Property Rights

Neither this Agreement nor the provision of the Service by the Contractor under this Agreement shall confer upon the Contractor any right or interest in any trademarks, patents, copyrights, industrial designs or other intellectual property rights of Samsung.

15.2 Use of Intellectual Property Rights

Subject to Sections 2.3 and 2.4, the Contractor shall not use the name, logo or any intellectual property right of Samsung without the prior written consent of Samsung.

15.3 Non-Genuine Products

For the purpose of this Agreement, "Non-Genuine Products" shall mean any and all products and spare parts, (i) to which a Samsung Trademark or any type of Samsung intellectual property right of any company within the Samsung Group has been affixed without the express written consent from any company within the Samsung Group, (ii) that have not been manufactured by any company within the Samsung Group, (iii) that were produced with the intent to counterfeit or imitate a genuine Product, or (iv) on which any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier has been removed, altered or destroyed. Contractor shall not acquire, use, promote or sell Non-Genuine Products. If Contractor acquires, uses, promotes or sells any Non-Genuine Product, Samsung may (i) require Contractor to immediately recall and destroy all Non-Genuine Products that Contractor has sold, (ii) require Contractor to immediately provide Samsung with all details related to Contractor's acquisition of all Non-Genuine Products, including, without limitation, its suppliers, shipping details and all customers to whom Contractor sold the Non-Genuine Products, (iii) decline any kind of service support for such Non-Genuine Products, and/or (iv) immediately terminate the Agreement with immediate effect by written notice to Contractor.

16. Assignment, Subcontracting and Sale of Business

16.1 Contractor

The Contractor shall not assign or transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of Samsung.

16.2 Samsung

Samsung may, at any time and from time to time, assign, transfer or otherwise dispose of all or any part of its rights, benefits or obligations under this Agreement to any person and on any terms and conditions.

16.3 Subcontracting

Without limiting the generality of Section 16.1, the Contractor shall not subcontract or sublet the performance of any of its obligations under this Agreement without the prior written consent of Samsung.

16.4 Sale of Business

The Contractor shall not sell, assign or transfer part or whole of its business, or any interest therein, without the prior written consent of Samsung.

16.5 Consent

Any consent granted by Samsung under Section 16.3 may be conditional upon any such subcontract containing a provision that the subcontractor shall not assign any of its rights under the subcontract or subcontract or sublet any of its obligations under the subcontract without the prior written consent of Samsung, and any other provisions which may be reasonably necessary to enable Samsung to complete any obligations it may have to the Contractor. Such consent, if given by Samsung, shall not relieve the Contractor of any obligation or liability under this Agreement and the Contractor shall be liable to Samsung for the negligence or default of any subcontractor and any employee or agent of the subcontractor as if it were the negligence or default of the Contractor.

16.6 Insurances

16.6(a) Prior to the commencement of this agreement, the Contractor must obtain at its own cost, with insurers and on terms acceptable to Samsung, the following insurances:

- (i) workers' compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement: As required by law;
- (ii) public liability: liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement or the operation of any vehicle or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement:
 Pph 500,000.00 for Non Metro Manila
 Pph 1,000,000.00 for Metro Manila;
- (iii) industrial risk / property damage

16.6(b) The Contractor must provide evidence of the currency of these policies on request by Samsung.

16.6(c) The Contractor must maintain all insurances required under Section 15 until termination of this agreement and maintain professional indemnity insurance for a period of 12 months after termination of this Agreement.

17. General

17.1 Consent of Samsung

17.1(a) Any act of the Contractor is dependent and conditional upon the prior consent or approval of Samsung, Samsung may withhold such consent or approval or give it conditionally or unconditionally in its absolute discretion.

17.1(b) The Contractor agrees to comply with any conditions imposed by Samsung in any consent or approval under Section 17.1(a).

17.2 Notices

17.2(a) Any notice under this Agreement:

- (i) must be addressed:

if to Samsung to: Customer Satisfaction Head with a copy to the "Head of Legal" at the same address

if to the Contractor: Save 'N Earn Sales, Inc. at the address given at the start of this agreement

or as specified to the sender by the other Party by notice in writing;

- (ii) must be signed by an Officer of the sender;
- (iii) is regarded as being given by the sender and received by the recipient if by delivery in person, when delivered to the recipient; or if by post, on delivery to the address; or if by facsimile transmission, when legibly received by the recipient.

17.3 Waiver & Remedies

- 17.3(a) No delay or neglect on the part of either Party in enforcing against the other Party any term or condition of this Agreement or in exercising any right or remedy under this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right or remedy of that party under this Agreement.
- 17.3(b) Except where such remedy or liability has been expressly limited in this Agreement, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by either of the parties shall not constitute a waiver by such party of the right to pursue any other available remedy

17.4 E-waste disposal

- 17.4(a) Samsung is entitled to conduct an onsite audit relating to the Service of the Contractor under this Agreement by giving 24 hours prior notice to the Contractor with respect to compliance with laws and regulations relating to e-waste, environment and workplace related health and safety laws, including international treaties.
- 17.4(b) During the term of the Agreement and three (3) years thereafter, Contractor shall keep any operational records related to legal provisions and have valid permits required by all relevant legislation on e-waste disposal, environment and workplace-related health and safety laws. Contractor shall provide Samsung with such records and supporting documents, which shall be available upon request of Samsung.

17.5 Payments on Business Days

If the date for payment of any amount under this Agreement is not a day on which banks are open for business in the place where the act is to be performed or payment is to be made ("Business Day"), then such payment shall be made on the next day which is a Business Day.

17.6 Governing Law and Jurisdiction

This Agreement is governed by and must be construed in accordance with the laws in force in the Philippines, without regard to its conflicts of laws principles. Any dispute arising from or connected with this Agreement or its subject matter shall be subject to the exclusive jurisdiction of the courts of Taguig City save in respect of enforcement of the judgment of the court where any jurisdiction in which enforcement is required may be used.

17.7 Entire Agreement

This Agreement and the documents referred to in it contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the Parties relating to these transactions. Each of the Parties acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the signature of this Agreement. Each of the parties waives all rights and remedies which, but for this sub-section, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this sub-section shall limit or exclude any liability for fraud.

The terms and conditions of this Agreement shall also apply and shall be deemed incorporated to all other agreements made by and between Samsung and the Contractor and all other documents issued by Samsung, including but not limited to the following (collectively, the "Additional Documents"):

- 17.7(a) SEPCO KPI Evaluation, Incentive and Penalty Program
- 17.7(b) Service Center Operations Manual
- 17.7(c) Warranty Guidelines and Policies
- 17.7(d) Parts Operations Manual
- 17.7(e) Other documents which Samsung may issue in the future.

In the event of conflict between the Documents, this Agreement prevails and the Documents in above order shall be given preference. Each of the Additional Documents shall be binding on the Contractor upon receipt thereof.

17.8 Variation

No modification, variation or amendment of any of the provisions of this Agreement shall be binding upon either of the Parties unless and until the same has been made in writing and duly executed by each of the Parties.

17.9 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

17.10 Force Majeure

Neither Party to this Agreement shall be held liable for non-performance, in full or in part, of his obligations defined in this Agreement if such non-performance is caused by an event of Force Majeure. The Party claiming impossibility to perform shall inform the other Party in the event of Force Majeure as soon as it occurs or threatens to occur. If the delay caused by the event of Force Majeure exceeds 3 months, either Party may terminate this Agreement by notice in writing.

17.11 Indemnity

17.11(a) Unless this Agreement expressly provides otherwise:

- (i) each indemnity in this Agreement survives the expiry or termination of this Agreement; and
- (ii) a party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

17.12 Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

20210311P61

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as at the date above written.

Signature of witness

FRANCISCO MENCHACA
Customer Satisfaction Head

Signature of witness

Name of witness (please print)

Signature of Authorized representative

SIJEONG KIM
Customer Satisfaction Business Adviser

Signature of Authorized representative

RAYMOND MICHAEL B. ROLDAN



Name of Authorized representative

SAMSUNG ACKNOWLEDGMENT

Republic of the Philippines} } S.S.

BEFORE ME, a Notary Public in and for _____ City, this _____ day of _____, 2022 personally appeared **Sijeong Kim** who has satisfactorily proven to me his identity through his **Passport No. M27342022** issued on **March 8, 2016** that he is the same person who executed and voluntarily signed the foregoing Service Center Agreement which he acknowledged before me as his free and voluntarily act and deed and that of the corporation herein represented.

The foregoing Agreement consisting of **30** pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page by the party(ies) and the witness(es).

WITNESS MY HAND AND SEAL, this _____ day of _____, in _____
CITY.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022.

CONTRACTOR ACKNOWLEDGMENT

Republic of the Philippines}
} S.S.

BEFORE ME, a Notary Public in and for _____ CITY, this _____ day of _____, 2022 personally appeared _____ who has satisfactorily proven to me his/her identity through his/her _____ valid until _____, that s/he is the same person who executed and voluntarily signed the foregoing Service Center Agreement which he/she acknowledged before me as his/her free and voluntarily act and deed and the entity herein represented.

The foregoing Agreement consisting of **30** pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page by the party(ies) and the witness(es).

WITNESS MY HAND AND SEAL, this _____ day of _____, in _____
CITY.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2022.

20210311PS1

SCHEDULE 2 – KPIs and Service Measurements

1. KPIs

1.1. The KPIs to be measured are as follows:

1.1(a) Customer Monitoring Index or CMI. Customer Satisfaction score for repair service by happy call within 7 calendar days after Goods Delivered (GD) in GSPN.

(i) Average of satisfaction score results (7 very much satisfied ~ 1 very much dissatisfied)

(ii) Calculation method:

$$CMI = \frac{100pts * (score 7) + 83.3 * (score 6) + 66.6 * (score 5) + 50 * (score 4) + 33.3 * (score 3) + 16.6 * (score 2) + 0 * (score 1)}{Overall Satisfaction Answer Counts}$$

1.1(b) Long Term Pending or LTP. The percentage of long term pending among total pending and completed repairs (daily closing).

(i) Repair is categorized as LTP if:

	Carry In / PS (MX)	Carry In / PS (AV)	IN-HOME
LTP	S/O + 4days↑	S/O + 5days↑	S/O + 8days↑

(ii) Calculation Method:

$$LTP = \frac{\text{Long Term Pending}}{\text{Total Repairs} + \text{Completed Repairs}} \times 100\%$$

1.1(c) "Repeat Repair Rate" or "RRR": The percentage of Products requiring a further repair within 90 calendar days of the previous repair (or previous "No Defect Found"/NDF finding). This is measured in the month when the Products return, not against the month in which they were repaired (or declared NDF).

(i) Calculation Method:

$$RRR = \frac{\text{Repeated Repairs within 90 days}}{\text{Number of Service Orders (Repair Completed)}} \times 100\%$$

1.1(d) In Home FTC. Rate of repairs completed within 1st visit date based on Happy Call Survey

(i) Repair complete date is calculated based on "Repair Complete" status in GSPN

(ii) Calculation method:

$$FTC = \frac{\text{Repairs Completed within 1st Visit Date [Happy Call]}}{\text{Total FTC Answer Count}} \times 100\%$$

1.1(e) Carry In D+0. The rate of repairs completed within the same date from repair received time.

(i) Repair complete date is calculated based on "Repair Complete" status in GSPN

(ii) Calculation method:

$$CID + 0 = \frac{\text{Repairs Completed within the same date from repair received date}}{\text{Repair Complete}} \times 100\%$$

1.1(f) Pick up Service Turnaround Time or PS TAT. The average number of days from unit received date to goods delivered date.

1.2. Each KPI which is measured as a percentage shall be measured to two decimal places

1.3. The Contractor shall accurately measure and provide to Samsung in accordance with Samsung's instructions all necessary information for calculation of the KPI measurements.

SCHEDULE 3

Standard labour and transportation rates

1. Labour rates

Product Category	Sub-Product Category	Service Type	Amount (P)	Defect Type
Mobile Phones	Pocket Type	CI / PS / SR	100	Accessory Exchange
			150	Software Upgrade / Simple Repair
			400	Minor Repair
			600	Major Repair
	Regular Phone / Wearable Device	CI / PS / SR	100	Accessory Exchange
			150	Software Upgrade / Simple Repair
			350	Minor Repair
			600	Major Repair
Television	TV, HTV	CI / IH / SR / PS	100	Accessory Exchange
			150	Simple Repair
			750	Flat Rate
Monitor	Monitor / LFD	CI / IH / SR / PS	100	Accessory Exchange
			150	Simple Repair
			750	Flat Rate
Audio Video	Audio / Home Theater / Soundbar	CI / PS / SR	100	Accessory Exchange
			150	Simple Repair
			400	Flat Rate
Aircon / System Aircon	Room Aircon	CI / IH / SR	100	Accessory Exchange
			150	Simple Repair
			300	Minor Repair
			1000	Major Repair
		RH / IS	200	Flat Rate / Simple Repair
	PAC, DVM Indoor, FJM	IH	300	Accessory Exchange
			750	Simple Repair
			1200	Minor Repair
			1800	Major Repair
		RH / IS	450	Flat Rate / Simple Repair
	DVM Outdoor	IH	300	Accessory Exchange
			1000	Simple Repair
			1200	Minor Repair
			6000	Major Repair
		RH / IS	850	Flat Rate / Simple Repair
Microwave	Microwave	CI / PS / SR	100	Accessory Exchange / Simple Repair
			120	Flat Rate
Refrigerator	Single and Two Door	CI / IH / SR / PS	100	Accessory Exchange
			150	Simple Repair
			300	Minor Repair
			1000	Major Repair
		RH / IS	200	Flat Rate / Simple Repair
	Side by Side, French door, food showcase	CI / IH / SR / PS	100	Accessory Exchange
			150	Simple Repair
			400	Minor Repair
			1000	Major Repair

Washing Machine	Topload	CI / IH / SR / PS	200	Flat Rate / Simple Repair
			150	Accessory Exchange
			150	Simple Repair
			200	Minor Repair
			300	Major Repair
	Frontload	RH / IS	200	Flat Rate / Simple Repair
			150	Accessory Exchange
			150	Simple Repair
			200	Minor Repair
			300	Major Repair
		RH / IS	200	Flat Rate / Simple Repair

2. Transportation Rates

	Distance	0~ 20	21~40	41~60	61~80	81~ 100	101~ 120	121~ 140	141~ 160	161~ 180	181~ 200	200 KM~
Rates (P)	IH / SR / ER	75	300	500	700	900	1200	1500	1800	2100	2400	2400 + 300 (per 20km)
	Pull-out & Delivery*	200	600	1000	1400	1800	2400	3000	3600	4200	4800	Based on above x 2

※ Legend

Term	Description
CI	Carry In (Walk-in Customers)
IH	In home Services (On-site)
PS	Pickup Service
SR	Stock Repair
RH	Return Handling, Escalated to change over and ASC support for the delivery and its installation.
ER	Exchange Repair