

## AUTHORIZED DEALER AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 10<sup>th</sup> day of March 2021 at Tagbilaran City, by and between:

**EMERALD WIRELESS TECH INC.**, a Corporation established under the laws of the Philippines, with principal office address at 28<sup>th</sup> Floor, Arthaland Century Pacific Tower, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented by its SHAOJING ZHANG, KSM, hereinafter referred to as the "**COMPANY**",

-and-

**SAVE 'N EARN SALES, INC.**, an entity established under the laws of the Philippines, with principal office address at, JS. Torralba Street, Poblacion II, Tagbilaran City, operating a retail/service outlet under the trade name SAVE 'N EARN SALES, INC. represented by its VP for Finance, Janeth S. Roldan, hereinafter referred to as "**DEALER**".

### Witnesseth that:

WHEREAS, COMPANY is a global electronics and technology service provider that is engaged in distributing and supplying OPPO Smartphone Devices and Accessories (Products) in the Philippines;

WHEREAS, DEALER is engaged in the business of selling Products and has an existing Outlet Store located at JS. Torralba St. Poblacion 2, Tagbilaran City as well as possession of personnel, facilities, resources, administrative, business, professional experience and technical expertise required to market and sell the Products of the FIRST PARTY within the said Outlet;

WHEREAS, COMPANY and DEALER (hereinafter referred to as "PARTIES") have agreed to enter into this AGREEMENT for the purpose of establishing a supply, dealership and sales of the Products within the Outlet Store of the DEALER, as specified herein;

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the PARTIES hereto AGREE as follows:

### I. APPOINTMENT

1.1. The COMPANY hereby appoints the DEALER as its "Authorized Dealer" for procuring, promoting and selling the Products, solely within its Outlet Store. The

COMPANY, in its sole discretion, may change or update such product list without any prior notice to the DEALER.

1.2. The appointment of the DEALER is non-exclusive and the COMPANY reserves the absolute right to increase or reduce the number of Authorized Dealers in the proximity of the DEALER's outlet at any time without prior notice to DEALER. ✓



## II. OBLIGATIONS OF THE COMPANY

2.1. The COMPANY shall furnish to the DEALER, facilities, equipment and promotional materials such as brochures, display, furniture and live demos necessary to assist the DEALER in promoting and selling the Products. Any and all materials, promotional or otherwise, furnished by the COMPANY to the DEALER, shall remain to be the property of the COMPANY and the DEALER shall have no right over the same, other than those stipulated under this AGREEMENT. The DEALER further undertakes to immediately return, upon demand, any and all materials furnished to it by the COMPANY, otherwise, its failure shall be *prima facie* evidence of misappropriation.

2.2. The COMPANY shall provide the DEALER, technical assistance, user instruction and information of the Products and shall regularly apprise the DEALER of relevant information regarding existing and upcoming Products of the COMPANY.


2.3. The COMPANY shall be responsible for organizing the training activities, to train the sales personnel of the DEALER, to ensure that the sales personnel are familiar and knowledgeable of OPPO Products, as well as equipped with the proper selling skills, customer service and other relevant skills.

## III. DUTIES AND RESPONSIBILITIES OF THE DEALER

3.1. During the implementation of this AGREEMENT, the DEALER shall guarantee a specific space sufficient for the installation of facilities, equipment and promotional materials necessary for the advertisement, promotion and sales of the Products within the Outlet Store of the DEALER. 

3.2. The DEALER shall be responsible for the care and preservation of all facilities, equipment and promotional materials provided by the COMPANY, and shall not sell, pledge, convey or lend, in whole or in part, to any person, such facilities, equipment and promotional materials furnished to it by the COMPANY, nor shall the DEALER refuse to return it for any reason once demanded by the COMPANY anytime. Any damage to the facilities, equipment and promotional materials furnished to DEALER shall be for the account of the DEALER.

3.3. The DEALER shall exert every effort to promote, advertise and sell the Products of the COMPANY, particularly, but not limited to, it shall:





3.3.1. Retain a complete display of all the Products of the COMPANY in an appropriate and attractive manner, visible to everyone, and in accordance with the standards of the COMPANY;

3.3.2. Present the display, furniture, live demos and other promotional materials furnished by the COMPANY, in an enticing manner for the purchase and sale of the Products of the COMPANY;

3.3.3. Demonstrate the features and use of any Product of the COMPANY to any requesting customers in a convincing and professional manner, and in accordance with the standards of the COMPANY;

3.3.4. Provide the customers, prior and after sales assistance, regarding the use and features of the Product;

3.4. The DEALER shall not commit or omit any act which could detrimentally affect the image, brand, trademark and trade name of the COMPANY and shall submit and adhere to the standards of the COMPANY and its related guidelines, rules and regulations relative to its brand and trademark or trade name, in any of its promotion, marketing and sales activities.

3.5. The DEALER shall, at all times, conduct its business in a fair, appropriate and professional manner. It shall refrain from participating in any unfair, deceitful or fraudulent practice or any other acts contrary to law, morals, good customs, public policy or public order.

#### IV. LIMITATION OF ACTIVITIES

4.1. The DEALER shall only display, advertise, promote and sell authentic and Brand New Products, supplied to it by the COMPANY. Display of any other brand, equipment or promotional materials within the provided space not furnished by the COMPANY is strictly prohibited, unless consented to by COMPANY.

4.2. The OPPO PRODUCTS SALES ACTIVITIES (OPSA) by the DEALER shall be limited within the Outlet Store of the DEALER, as specified under this AGREEMENT. The DEALER shall strictly not resort to any other mode of marketing, promotion and sales of the COMPANY Products such as Online Channels, Television, Radio, Newspaper, Print ads and any other similar mode, unless authorized in writing by the COMPANY.

4.3. Any other outlet/s, owned by, operated or being managed by the DEALER, not authorized by the COMPANY, are prohibited from displaying, advertising, promoting and selling the Products of the COMPANY, unless there is a prior written authorization from the COMPANY.

4.4. The OPSA by the DEALER shall be limited to end users of the Products. The DEALER shall not supply/distribute nor sell any Product of the COMPANY to other DEALER/S without prior written consent from the COMPANY. If the DEALER wishes to sell the product of the COMPANY to other DEALER, it must furnish the



COMPANY with the specific Products to be sold as well as name and address of such other DEALER, and it shall not proceed with the sale until it has received a written consent from the COMPANY.

4.5 The PROMOTER directly deployed by the COMPANY or through a third-party agency, upon reasonable evaluation and sole discretion by the COMPANY for the need of it, shall, exclusively promote Products of the COMPANY in the Outlet Store only. For all intents and purposes, the DEALER shall be prohibited from requiring the PROMOTERS to:

- a) carry stocks outside the Outlet Store for selling;
- b) be the custodian of the key of the Store or its stockroom;
- c) be allowed to enter the stockroom or storage where the Products are kept;
- d) receive cash payment for the sale of the Products;
- e) perform administrative work that has security and fiduciary implications on the operation of DEALER, among others.

Should there be violation of herein provisions, the DEALER shall hold the COMPANY free and harmless from any liability, cost, or damage incurred by the DEALER or a third person, and shall further indemnify COMPANY of any liability, cost or damage incurred due to such violation.

## V. PRICE

5.1. The Selling Price of all the Products of the COMPANY must be in accordance with the Official Selling Price as provided for by the COMPANY, which may be subject to changes at any time upon the sole discretion of the COMPANY. In case of changes in the Selling Price, the COMPANY shall send a written notice to DEALER regarding the same, within reasonable time prior to effective date of such price change.

5.2. The DEALER shall not increase nor decrease or otherwise grant any freebies or discounts to any customer/s unless, there is a prior written consent from the COMPANY or when there is a promotion initiated by the COMPANY.

5.3. The COMPANY agrees to provide a "Price Protection" to the DEALER, when the selling price of OPPO Products has been adjusted to a lower price or due to promotional activities or discounts, initiated by the COMPANY. However, only the Products that have been delivered to and FULLY paid by the DEALER that remained in its inventory, shall be entitled to "Price Protection", proportionate to the profit margin of each product, based on the Original Wholesale Price prior to such selling price adjustment. All unpaid deliveries at the time of the price adjustment shall not be entitled to a "Price Protection".

## VI. PURCHASE ORDER

6.1. DEALER shall place its orders by submitting a written Purchase Order (PO) form at least One (1) day prior to expected delivery date. The PO may be sent to the



COMPANY's Administrative Staff, duly authorized by the COMPANY. The delivery date indicated by the DEALER is not binding to the COMPANY, and the latter reserves the right to deliver the Products on the next available schedule of the COMPANY.

6.2. The COMPANY shall confirm the receipt and acceptance of the PO by sending a confirmation to the DEALER through Electronic Mail or Facsimile or by confirmation through telephone or SMS, which confirmation by the COMPANY shall be binding to DEALER. Should DEALER however, wish to make any changes or cancellation for any reason, after the confirmation of the PO, it shall advise the COMPANY in writing at least three (3) days prior to delivery date. Only upon COMPANY's acceptance of revision, in writing, shall such cancellation or change be effective. However, DEALER shall compensate the COMPANY for any and all related costs, expenses, fee, as well as damages, by reason of such changes or cancellation, if any.

6.3. Unless the DEALER is granted a CREDIT LIMIT, any confirmed PO does not entitle the delivery of the Products unless and until the amount indicated therein has been paid.

For avoidance of doubt, any and all confirmed PO of DEALERS whose mode of payment is through ADVANCE PAYMENT should be paid within Forty Eight (48) hours from notice of confirmation by COMPANY to reserve the Products. It is only upon payment of the amount indicated in the confirmed PO that delivery to DEALER shall be made on such date accepted by COMPANY. Such acceptance, however, does not entitle DEALER for any claim of damages by reason of delay.

## VII. DELIVERY

7.1. The COMPANY shall deliver the Products to the DEALER on or before the accepted delivery date of COMPANY. Such acceptance, however, does not entitle DEALER for any claim of damages by reason of delay, but in no event shall delivery be made prior to confirmation of ADVANCE PAYMENT of the Products, unless the COMPANY waives the same in writing, or when DEALER is granted a credit limit, subject to terms and conditions herein.

7.2. Except as otherwise provided in the PO, all deliveries shall be made to the DEALER's outlet as indicated in this AGREEMENT. The delivery instruction, as accepted by COMPANY and provided in the PO must be accurate and shall not be subject to any changes. The DEALER shall provide all the required permits or gate passes for the timely delivery of the Products.

7.3. The DEALER or his duly authorized representative must check the quantity and quality of the Products upon delivery. Any discrepancy as to quantity or any apparent defect must be communicated to the delivery personnel of the COMPANY or courier representative, and such discrepancy or defect must be specified, in writing, in the Delivery Receipt or waybill copy duly acknowledged and signed by the courier representative, otherwise, the DEALER is deemed to have accepted the complete delivery of the Products subject therein waybill. Any discrepancy as to



quantity or any apparent defect, that were not written in the Delivery Receipt, shall not be honored by the COMPANY.

### VIII. PAYMENT

8.1. All payments shall only be made through the issuance of a cheque under the name of the COMPANY or wire transfer to bank account of COMPANY. The cheque should be tendered on the same day the PO is submitted to the COMPANY, and may be post-dated fifteen (15) days the maximum from date of tender.

8.2 Any cheque payment not made under the name of the COMPANY, or made through bank deposit to the official account of COMPANY shall not be considered as valid payment, and DEALER shall still be made liable of the amount due to the COMPANY. Any dishonoured cheque or late payment shall incur a daily interest of 0.001% until fully paid, and a penalty fee of one percent (1%) of the amount due for each month of delay.

8.3 The DEALER must settle all its previously unpaid balance, prior to the next scheduled delivery date. No delivery shall be made to DEALER unless full payment, of previous deliveries, has been made.

8.4. DEALER's Mode of Payment shall be PAYMENT TERMS; The COMPANY grants the DEALER a credit limit of \_\_\_\_\_ (Php \_\_\_\_\_ .00) to facilitate its PO and delivery of Products.

8.5. Any PO will not be processed and/or delivered, unless the following conditions are met:

**a. For DEALERS under ADVANCE PAYMENT, as Mode of Payment:**

Proof of bank transfer to OPPO/COMPANY or clearance of a cheque under the name of OPPO/COMPANY prior to the date of requested delivery and/or proof of payment that is confirmed by the authorized personnel of the company;

**b. For DEALERS under PAYMENT TERMS, as Mode of Payment:**

Submission of PDC (post-dated cheque), under the name of OPPO/COMPANY must accompany the PO, and be given to the authorized OPPO agent at the time the PO is made. The DEALER should have no outstanding liabilities and has not exceeded the authorized credit limit, unless consented to by COMPANY.

8.6. No Sales return or buyback will be honored unless an official memo from OPPO head office is released.

### IX. TRADEMARKS/TRADENAMES

9.1. DEALER recognizes that the COMPANY is the exclusive owner of the brand including its trademark and trade name. The DEALER shall not challenge or dispute the COMPANY's ownership of the latter's Intellectual Property. Nothing under this




AGREEMENT shall be construed that the COMPANY shares the ownership over the Brand trademark, trade name and Intellectual Property Rights with the DEALER. Title to all property received by DEALER, including all Confidential Information, shall remain, at all times, the sole property of the COMPANY, and this AGREEMENT shall not be construed to grant DEALER any patents, licenses or similar rights to such property and information disclosed hereunder.

9.2. The DEALER is entitled, during the Term of this AGREEMENT, to use the COMPANY's Intellectual Property including all trademarks as it may reasonably require for the sole purpose of effectively promoting, marketing, selling the Products within the Outlet. The DEALER shall not use any of COMPANY's Intellectual Property for any other purpose without the prior written consent of the COMPANY. DEALER is strictly prohibited from customizing the design or using the product or any part thereof as components of another product or otherwise resort to similar means, such as but not limited to Original Equipment Manufacturer (OEM) and Value-Added Reseller (VAR).

9.3. All Confidential Information, and any derivatives hereof, remain the property of the COMPANY and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this AGREEMENT, "Derivatives," in addition to its plain and ordinary meaning, shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.


9.4. All materials (including, without limitation, spreadsheets, financial compilations, documents, drawings, models, apparatus, sketches, designs and lists) furnished to DEALER, shall also remain the property of the COMPANY as the owner thereof and shall be returned by DEALER promptly as its request, together with any copies thereof, or be destroyed or deleted, at the option of the COMPANY.



## X. TERM

10.1. This AGREEMENT shall take effect upon signing of both parties and shall have a term of One (1) year, which will automatically terminate after end of term, unless renewed in accordance with the provisions of this AGREEMENT. Any future amendments or revisions to this AGREEMENT shall be made in writing and be attached to this AGREEMENT as an Addendum to be valid and binding.

10.2. Either Party may terminate this AGREEMENT upon:

- 10.2.1. Fifteen (15) days prior notice to the DEALER from intended termination date by the COMPANY;
  - 10.2.2. Ninety (90) days prior notice to the COMPANY from intended termination date by the DEALER.
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10.3. Notwithstanding any provisions to the contrary, the COMPANY may immediately terminate this AGREEMENT, when:

- 10.3.1. The DEALER becomes insolvent;
- 10.3.2. The DEALER fails to pay for the delivered Products, within thirty (30) days from receipt of the Products;
- 10.3.3. There is a material damage to the brand of the COMPANY, due to any act or omission done or attributable to the DEALER; or
- 10.3.4. There is a material breach of any provision of this AGREEMENT by the DEALER.

10.4. Upon termination of this AGREEMENT, the DEALER shall return all facilities, equipment and promotional materials furnished to it by the COMPANY, as well as all the unpaid Products delivered to it by the COMPANY or otherwise, pay its equivalent within Five (5) Calendar days, from the date of termination, without the need of a prior demand.

#### XI. MISCELLANEOUS PROVISIONS

11.1. COMPANY may anytime assign or delegate its rights and obligations under this AGREEMENT, but the DEALER shall not assign or delegate its rights and obligations under this AGREEMENT either in whole or in part without the prior written consent of COMPANY.

11.2. Parties acknowledge that by reason of its relationship hereunder they will have access to certain information and materials concerning business, plans, customers, technology and products that are confidential and of substantial value, which would be impaired if such information were disclosed to third parties. Parties agree that they shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed by one party to another, even after this AGREEMENT is terminated for any reason.

11.3. In no event, regardless of cause, shall the COMPANY be liable to third person for any direct, indirect, special, incidental, punitive or consequential damages of any kind, committed by DEALER, whether arising under breach of contract, tort, negligence, strict liability or otherwise, and even if there was advise of the possibility of such damages.

11.4. In no event, regardless of cause, shall the total liability of COMPANY exceed Fifty percent (50%) of the amount of paid Products delivered by COMPANY to the DEALER.

11.5. DEALER agrees that it shall not violate any of the provisions herein provided. DEALER likewise agrees to pay a penalty, amounting to Twenty Thousand Pesos (PHP 20,000.00) for every count of violation of the aforementioned provisions. This



is without prejudice to the right of the COMPANY to recover damages for breach of contract. To ensure the compliance of the provisions of this AGREEMENT, the COMPANY shall assign auditors or mystery shoppers to inspect all books of account and shops owned or operated by the DEALER at any time, and in any manner deemed appropriate for the conduct of the audit or inspection, without any prior notice to DEALER.

11.6. In the event when there is a delay in payment, and collection of such payment is made through a Lawyer or through a Court Litigation, or should court proceedings be resorted to in order to enforce any provision of this AGREEMENT, the DEALER agrees to pay the COMPANY, all the legal costs and expenses. In addition, the DEALER agrees to pay the COMPANY, the amount of One Hundred Thousand Pesos (PHP 100,000.00) or thirty percent (30%) of the total claim, as liquidated damages, whichever is higher.

11.7. Failure of the COMPANY, to exercise any right, power or privilege under this AGREEMENT, or failure of the COMPANY to require performance of any provision of this AGREEMENT, or any delay in the exercise thereof, shall not operate as a waiver and shall not affect the COMPANY's right to exercise such right, power or privilege or to require performance at any time thereafter, nor shall a waiver of any breach or default of this AGREEMENT shall be construed as a waiver of any subsequent breach or default or a waiver of any provision thereof.

11.8. This AGREEMENT shall be construed, interpreted and governed by the laws of the Republic of the Philippines. Each party irrevocably and exclusively submits to the jurisdiction of the proper Courts in Taguig City, for the purpose of enforcing any right or obligation under or arising out of this AGREEMENT.

11.9. Pursuant to the enactment of Republic Act No. 10173 or the Data Privacy Act of 2012, DEALER warrants that it will abide and comply with its obligation under the law to keep confidential the data or information that it will receive, obtain or gather in the course of this AGREEMENT.

Under no circumstances shall DEALER disclose, process, transfer or make personal data of the COMPANY's directors, employees, customers and suppliers available to or use for its own benefit or of any third party including any government agency or instrumentality without the prior written consent of the COMPANY, and shall take all necessary and appropriate measures to ensure that the processing of personal data of the COMPANY are safe against unauthorized access or against unlawful and accidental loss or destruction, even after the termination of this AGREEMENT.

DEALER shall be solely liable and shall fully indemnify and hold harmless the COMPANY, its affiliates, subcontractors, agents, officers and employees, against all claims, whether civil or criminal, and associated costs, legal fees, damages, expenses and/or penalties incurred by the COMPANY or any third party arising out of or in connection with the DEALER's breach of its obligation as set forth in the aforementioned provisions hereof, including violation of the Data Privacy Act of 2012 or any cybercrime laws of the Philippines.



11.10. DEALER shall implement reasonable and appropriate organizational, physical and technical security measures for the protection of Confidential Information of the COMPANY. DEALER shall take steps to ensure that any person acting under their authority and who has access to the Confidential Information of the COMPANY, does not process them except upon their instructions, or as required by law. The security measures aim to maintain the availability, integrity, and confidentiality of the Confidential Information and are intended for its protection against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

11.11. In the event of any actual or if there be reasonable grounds to believe that there was a breach of any Confidential Information of Discloser, including improper handling of Confidential Information, DEALER shall immediately notify the COMPANY in writing, which in no case shall be later than Twenty Four (24) hours, containing the required contents of notification including but not limited to its existence, terms and circumstances surrounding the incident.

11.12 This Agreement contains the final and entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Agreement supersedes all prior agreement and understandings, whether oral or written, in connection therewith.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures on the date and at the place first above-written.

**Emerald Wireless Tech Inc.**  
(formerly, Philippine OPPO Mobile Technology, Inc.)

**Save 'N Earn Sales, Inc.**

Name: Brian Jiang  
Position: RSN  
Signature: [Signature]  
Date: 6.5.2021

Name: JANETH S. ROLDAN  
Position: VP for finance  
Signature: [Signature]  
Date: \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

LUCHIE A. TUBIANO



## ACKNOWLEDGMENT

Republic of the Philippines)  
City of \_\_\_\_\_) S.S.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in  
\_\_\_\_\_ personally  
appeared the following parties:

NAME	ID/Number	DATE AND PLACE ISSUED
JANETH S. ROLDAN	0113-0138744-7	Tagbilaran City

Known to me and me known to be the same persons who executed the foregoing instrument, and that they acknowledged to me the same is their free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the day, year and place above written.

NOTARY PUBLIC

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2021.



