

AMENDMENT TO THE REGIONAL DISTRIBUTORSHIP AGREEMENT

This AMENDMENT TO THE REGIONAL DISTRIBUTORSHIP AGREEMENT (the "Amendment Agreement") is entered into on this 20th day of July, in Makati City, by and between:

SMART COMMUNICATIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at SMART Tower, 6799 Ayala Ave., Makati City, represented in this act by its Head of Consumer Customer Development **ALEJANDRO O. CAEG**, and hereinafter referred to as "SMART";

-and-

ALAIN ASIA TRADING CORP., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at **LEON KILAT ST. COR. SANCIANGKO, CEBU CITY**, represented in this act by its President **STEVEN A. YU**, and hereinafter referred to as "REGIONAL DISTRIBUTOR".

(Both SMART and REGIONAL DISTRIBUTOR shall likewise be collectively referred to as "Parties" and individually as "Party".)

WITNESSETH: That-

WHEREAS, the Parties executed a REGIONAL DISTRIBUTORSHIP AGREEMENT on July 1, 2020 ("Agreement"). A copy of the Agreement is attached to this Amendment Agreement as Annex "A" and made an integral part hereof;

WHEREAS, the Parties have agreed to amend the Agreement, particularly Sections 17.1, 4 and Annex "A" – List of Products and Services thereof.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter set forth, the Parties hereby agree as follows:

1. AMENDMENTS

a. Section 17.1 shall be amended as follows:

"17.1 This Agreement shall be effective, from July 01, 2020 until December 31, 2025, unless sooner terminated under Article 21 hereof. Any extension or renewal

of this Agreement shall be subject to terms and conditions to be mutually agreed upon by the Parties in writing."

b. Section 4 shall be amended as follows:

"4.1 The REGIONAL DISTRIBUTOR shall provide and offer **SMART and SUN Products and Services** that refer to the SMART telecommunications equipment, supplies, and services specified in the List of Product and Services attached hereto as ANNEX "A", including such additional products and services as may hereafter be added by SMART, and excluding only those SMART products and services which by contract executed prior to the date of this Agreement, have been granted by SMART on an exclusive basis to certain buyers or REGIONAL DISTRIBUTOR."

c. Annex "A" on the List of Products and Services shall be amended as follows:

"List of Products and Services"


Product/Services	
SMARTLoad; EXPRESSLoad	SMART Prepaid, SUN Prepaid, SUN
SIM Cards	IDD, SMART Pinoy, Talk N Text, SBW Sim, SMART Retailer SIM, SUN Retailer SIM
Phone Kits	SMART Prepaid, Talk N Text, SUN Prepaid
Call and Text Card	SMART Prepaid, Talk N Text, Smart Bro, SMART and SUN Ticket Load,
SMARTBro	Plug it, Pocket Wi-Fi, SBW Pocket Wi- Fi, SBW Dongle
Others	

2. All other terms and conditions of the Agreement which are not inconsistent with this Amendment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Agreement on the date and at the place first above written.

SMART COMMUNICATIONS, INC.

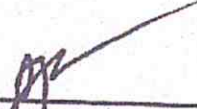
By:



Alejandro O. Caeg
Head of Consumer Customer Development

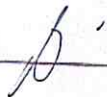
ALAIN ASIA TRADING CORP.

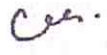
By:



Steven A. Yu
CEO and President

SIGNED IN THE PRESENCE OF





REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU) SS

BEFORE ME, this 20th day of August 2020, in the City of Cebu, Philippines,
personally appeared the following:

Name:
Steven A. Yu

Competent Evidence of Identity
Passport ID: P8563967A

Date/Place Issued
Sept. 1, 2018/ DFA Cebu

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

This contract relates to an Amendment to the Regional Distributorship Agreement consisting of four (4) pages including the page on which this acknowledgment is written, each and every page of which, on the left margin, having been signed by the parties written above and their witnesses and sealed with notarial seal.

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

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CITY OF CEBU
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CEBU CITY
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