

## MERCHANT AGREEMENT

### PREAMBLE:

HC Consumer Finance Philippines, Inc. ("Home Credit") is a financing company duly licensed by the Securities and Exchange Commission ("SEC") as such.

Home Credit is duly licensed by the Bangko Sentral ng Pilipinas ("BSP") to engage in the business of issuing credit cards.

Home Credit offers a payment acceptance processing product called Home Credit QR System that allows accredited merchants to accept QR (Quick Response) transactions, among other functionalities (such product, as may be updated and/or modified from time to time, "Home Credit QR System");

Home Credit also offers an internet-based payment gateway, featuring Home Credit's financial products, such as the Home Credit Card ("HCC"), Home Credit E-Wallet ("HC E-Wallet") and other payment options that Home Credit may later on add ("Home Credit Pay");

Merchant is duly licensed to do business in the Philippines and accepts alternative modes of payment, such as cards, QR code, electronic wallet and other electronic modes of payment.

The Merchant desires to honor and accept QR/HC Pay Payments through the use of Home Credit QR System and Home Credit Pay in the ordinary course of its business.

The Parties would like to cooperate to increase sales and profitability of their respective businesses. NOW

THEREFORE, the parties hereby agree as follows:

### 1. DEFINITION OF TERMS

- 1.1. **Cardholder in good standing** are those Customers with cards that are not reported lost or stolen, whose accounts are not delinquent, not under investigation due to suspected fraud, and those Customers who have not violated any of the HCCC Terms and Conditions.
- 1.2. **Customer** shall mean a customer who availed of any of Home Credit's financial services, whether POS loan, cash loan, credit card or other product of Home Credit.
- 1.3. **HCC or Card** shall mean a Home Credit issued credit card, prepaid card, debit card or any other card payment method.
- 1.4. **Home Credit QR System and Home Credit Pay Checking Account** shall mean the checking account product offered by Home Credit specifically for accredited Home Credit QR System merchants.
- 1.5. **Merchant Branches** shall mean all branches, shops or online shops of the Merchant

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where Card and/or Home Credit QR payment is accepted. In case new branches, shops or online shops will be opened during the existence of this Agreement, those branches, shops or on-line shops will automatically be included.

- 1.6. **Merchant Discount Rate** or “MDR” shall mean the percentage rate agreed between Home Credit and the Merchant, as indicated in the signed Application for Merchant Cooperation Form. The MDR is used to calculate the Merchant Fee.
- 1.7. **Merchant Fee** shall mean the amount charged by Home Credit to the Merchant for every QR Payment processed through Home Credit QR System or Home Credit Pay System. The Merchant Fee is computed by multiplying the MDR by the amount of the QR Payment, rounded off to two (2) decimal places.
- 1.8. **Merchant ID** a unique code assigned to each specific business by its payment processor before a Merchant can begin processing card transactions.
- 1.9. **Merchant Operating Guide** shall mean the guidelines on the use of Home Credit QR System or the Home Credit Pay System issued by Home Credit to the Merchant separately from this Agreement, including subsequent revisions and additions thereto.
- 1.10. **Merchant Point of Sale (POS) Terminal** is an electronic device assigned to the Merchant and used to process card payments at the Merchants branches.
- 1.11. **Payment Network** shall mean the payment solutions company which will process the card payments of such as VISA and Mastercard.
- 1.12. **QR Payment** shall mean the form of digital payment used to pay for purchases using an eWallet that is installed on a mobile phone.
- 1.13. **Home Credit Pay Payment** shall mean the form of digital payment used to pay for purchases in 3<sup>rd</sup> party websites or mobile apps.
- 1.14. **Subsidy Amount** shall mean the amount to be subsidized by the Merchant for every transaction covered by a loyalty program, in accordance with the Subsidy Rate to be agreed by the Parties.

## 2. UNDERSTANDING BETWEEN THE PARTIES

- 2.1. Each Party intends to promote its own business by sharing the equipment, technology, experience and other facilities provided or agreed to be provided by a Party to the opposite Party under the terms and conditions of this Agreement to the extent that such promotion is in line with the business activities of the Parties.
- 2.2. The relationship between the Parties is purely a business relationship based upon Principal-to-Principal arrangements and shall, unless expressly provided otherwise, never be construed as partnership, or joint venture, or employer-employee, principal- agent arrangement between the parties for any purpose whatsoever.
- 2.3. Home Credit neither guarantees any minimum sale or business to the Merchant nor

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undertakes to provide any kind of particular service or facility for consideration to the Merchant and the Merchant shall be solely responsible for all its own business and undertakes to bear all losses or profits arising out of its own business.

- 2.4. All existing Merchant stores will be included in the list of participating branches for promotions. Further, even if a Merchant does not enroll some of its branches for promotions or loyalty programs, qualified transactions using HCC will still be subject to the promotion or loyalty program available at the time of the transaction.
- 2.5. All transactions processed under the name of the Merchant, as it appears in the statement from the Payment Network, regardless of the branch name, will be billed to the Merchant, if applicable.
- 2.6. Home Credit reserves the right to decline or terminate the Customer's participation in any of the promotions, loyalty programs, QR Payment System, or Home Credit Pay System if it finds that the Customer has breached any of the terms and conditions of its card, loan, or financing agreement with Home Credit.
- 2.7. Merchant agrees that the decision of Home Credit shall prevail in case of any conflict in the promotions or loyalty programs.

### **3. OBLIGATIONS OF HOME CREDIT**

- 3.1. Home Credit shall exert every effort to come up with loyalty programs and use the QR System and Home Credit Pay System to make shopping a more rewarding experience for all HCC Cardholders and Customers and Mobile App Users, which will in turn be beneficial to Merchant in terms of sales and brand awareness.
- 3.2. Home Credit shall design and produce all communication materials. Materials with Merchant logo shall be subject to approval by Merchant. If in case Merchant decides to use the Home Credit logo, this should be with the prior consent of Home Credit.
- 3.3. Home Credit shall train and cascade the promo mechanics to the Home Credit sales and customer service agents to be able to provide support to Merchant and also address customer concerns.
- 3.4. Home Credit shall secure the necessary regulatory permit/s in order to legally implement the promotion or loyalty program.
- 3.5. Home Credit shall send the billing or Statement of Account ("SOA") to Merchant in accordance with **Annex "B"**.

### **4. OBLIGATIONS OF MERCHANT**

- 4.1. Merchant is responsible for providing an updated list of branches by sending a Letter of Appointment (**Annex "C"**) to Home Credit through email.

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- 4.2. Merchant shall train and cascade the promo mechanics to all front-liners and cashiers in all participating stores, including, but not limited to, escalating any payment issues to Home Credit customer service.
- 4.3. For loyalty programs requiring subsidy, Merchant shall subsidize a portion of the transaction price in accordance with the subsidy rate agreed by the Parties in the Notice of Implementation. Merchants shall also have the option to offer discounts to Home Credit Mobile App Users.
- 4.4. Merchant agrees and warrants that all subsidy rates, discounts to be given to Home Credit Customers and Home Credit Mobile App Users will be at par with, if not greater than, any promotion, discount or special benefit available for non-Home Credit Customers.
- 4.5. Merchant shall comply with the billing and settlement process and schedule outlined in **Annex "B"**.
- 4.6. Merchant allows Home Credit to retrieve all Merchant's acquiring bank provider and merchant ID from Payment Network as deemed necessary to operationalize the loyalty programs, the QR System and Home Credit Pay System.
- 4.7. Merchant shall obtain the consent of Home Credit prior to using the Home Credit brand or logo in any marketing material, website or social media posting. Merchant shall provide Home Credit with its updated brand logo which may be used by Home Credit in its future campaigns. Should the Merchant fail to provide/update its brand/logo, Merchant is hereby granting authority to Home Credit to use Merchant's brand/logo from the official social media site/page given by the Merchant upon application.
- 4.8. Merchant shall use platform/s or tool/s provided by Home Credit upon the direction given by Home Credit from time to time.
- 4.9. The Merchant shall furnish Home Credit with a copy of its filed BIR Form 2307, every 20<sup>th</sup> day of the month.

## 5. LOYALTY PROGRAMS

Home Credit shall exert every effort to come up with loyalty programs to give Home Credit customers and mobile app users a more rewarding experience, which will in turn be beneficial to Merchant in terms of sales and brand awareness.

### 5.1. Automatic Equal Payment Plan ("AEPP")

- 5.1.1. AEPP service enables Home Credit customers to purchase goods from Merchant using their HCC and pay in installment at zero percent (0%) interest.
- 5.1.2. All Home Credit customers who will purchase products from participating stores of Merchant through their HCC shall be eligible to the AEPP service, without cost to the Customer, if the single-receipt purchase meets the minimum purchase requirement as agreed by the Parties and provided for in the Notice of Participation.

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- 5.1.3. All eligible HCC transactions shall automatically be converted by the AEPP service to installment plan at 0% interest, provided that the payment was processed at any of the Merchant’s POS terminals. The conversion shall take effect on transaction posting date.
- 5.1.4. HCC transactions that do not meet the conditions set forth above shall not be eligible for the AEPP service and will be treated as a straight retail transaction.
- 5.1.5. Merchant shall subsidize a percentage of every HCCC transaction that is converted by the AEPP service in accordance with the Notice of Participation.
- 5.1.6. Monthly billing and settlement instructions for the subsidy amount are outlined in **Annex “B”**.

**5.2. Special Cashback Program (“Cashback”)**

- 5.2.1. Merchant shall extend a cashback in the amount to be agreed by the Parties to all HCC Cardholders or Customer during the promotion period to be agreed by the Parties in the Notice of Implementation.
- 5.2.2. Eligible Cardholders and Customers are entitled to earn the corresponding cashback rate, in an amount to be agreed by the Parties, for every transaction in the Merchant Branches using their HCC, HC QR Code, Home Credit Pay, or other Home Credit products.
- 5.2.3. Cashback is not transferrable and is not convertible to cash or gift certificates.

**5.3. Discounts**

- 5.3.1. All Home Credit Mobile App Users are entitled to discounts. Customers must present their Home Credit mobile application to avail of the discount.
- 5.3.2. All Home Credit Mobile App Users are entitled to avail the corresponding discounted rate for qualified transactions in the Merchant Branches.
- 5.3.3. Offer is not transferable and is not convertible to cash or gift certificates.

**5.4. General Provisions**

- 5.4.1. The Parties agree that the Merchant can choose to participate in any of the loyalty programs to be launched by Home Credit by sending a Notice of Participation for a loyalty program. Templates of the Notice of Participation are hereto attached as follows:

LOYALTY PROGRAM	
Automatic Equal Payment Plan	Annex D
Special Cashback Program	
Discounts	
Home Credit Pay	

- 5.4.2. Home Credit may also come up with other loyalty programs or special campaigns, in which case, the Parties shall agree in writing in the form of an addendum to this

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Agreement on the terms and conditions of such loyalty program prior to its implementation.

## **6. QR PAYMENTS**

### **6.1. SETTLEMENT**

- 6.1.1. Home Credit shall pay the Merchant the value in Philippine Peso of QR Payments processed through Home Credit QR System, less the Merchant Fee and chargeback amount (if any), within one banking day from date of QR Payment, through such nominated Home Credit QR System Checking Account opened and established by the Merchant, details of which shall be provided by the Merchant to Home Credit in writing as soon as possible and as a condition precedent to the implementation of this Agreement (the "Settlement Account").
- 6.1.2. The Merchant agrees that it shall keep the Settlement Account active and funded at all times during the term of this Agreement.
- 6.1.3. Home Credit may change the MDR from time to time during the term hereof subject only to prior written notice to the Merchant.
- 6.1.4. The Merchant shall solely be responsible for all taxes applicable to QR Payments processed through Home Credit QR System.
- 6.1.5. Upon settlement with the Merchant, the Merchant shall cease to have any interest in the settled QR Payment, except with respect to a deficiency in payment arising from manifest error in computation brought by the Merchant to the attention of Home Credit within thirty (30) calendar days from QR Payment transaction date. Otherwise, the amount settled by Home Credit to the Merchant shall be final, binding and conclusive upon the Merchant.
- 6.1.6. The Merchant hereby agrees that it shall not in any way proceed or claim directly against any QR branch or payment partner participating under the Home Credit QR System for any reason or cause of action whatsoever.

### **6.2 CHARGEBACK; REFUND.**

- 6.2.1. The Merchant hereby agrees that in the event that (i) Home Credit receives a chargeback or refund request from any of its QR Payment partners, (ii) Home Credit determines that a failure by the Merchant to comply with any of the terms and conditions provided in this Agreement and/or the then effective MOG resulted in the acceptance by Home Credit of a QR Payment prohibited or otherwise not acceptable hereunder, and/or (iii) an overpayment had been made to the Merchant hereunder, then Home Credit shall initiate the chargeback procedure.
  - 6.2.1.1. Home Credit shall initiate the chargeback procedure within one month from transaction date of the relevant QR Payment by (i) informing the Merchant in writing of the relevant QR Payment transaction amount and the grounds for chargeback and (ii) placing on hold such amount in the Settlement Account equivalent to the relevant

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QR Payment transaction amount net of Merchant Fee (the "Chargeback Amount"). In the event that the amount standing to the credit of the Settlement Account shall be insufficient to cover the Chargeback Amount, Home Credit shall place on hold whatever amount is available in the Settlement Account, as well as (x) all amounts that may subsequently be credited into the Settlement Account for any reason whatsoever and (y) other monies of the Merchant in the possession of Home Credit, whether under separate deposit accounts or otherwise.

- 6.2.1.2. The Merchant shall thereafter provide Home Credit all required information to settle the dispute, claim for chargeback or refund request as soon as possible but in no case later than ten (10) calendar days from receipt of written request. In the event that Home Credit fails to receive from the Merchant the request information and/or any justification to warrant the rejection of the chargeback or requested refund within the said deadline or Merchant has accepted to settle the dispute but was unable to honor the chargeback or requested refund within five (5) calendar days, Home Credit shall have the right to consider the matter closed, honor the chargeback or requested refund, and accordingly debit the Settlement Account. In case the amount standing to the credit of the Settlement Account shall be insufficient to cover the Chargeback Amount, Home Credit shall have the option to do any or all of the following, without prejudice to other rights and remedies of Home Credit under this Agreement and applicable laws, rules and regulations:
  - 6.2.1.3. Automatically offset the amount of the shortfall against the current or incoming sales transactions of the Merchant pending settlement with Home Credit;
  - 6.2.1.4. Bill the Merchant the amount of the shortfall, which shall be payable by the Merchant within five (5) banking days from receipt thereof;
  - 6.2.1.5. Deduct the amount of the shortfall from any other amounts payable by Home Credit to the Merchant, whether under this Agreement or under any other arrangement with Home Credit.
- 6.2.2. In the event that a customer returns any product subject of a QR Payment processed through Home Credit QR System, the Merchant hereby agrees not to refund such customer in cash or check. Rather, the Merchant shall undertake the refund by making a cancellation/reversal of transaction using Home Credit QR System. If the customer intends to have the product exchange for another product with a greater value, a refund shall be executed by the Merchant through Home Credit QR System and thereafter a new transaction to cover the product of greater value shall be executed using Home Credit QR System.
- 6.2.3. The Merchant hereby agrees that it shall hold Home Credit free and harmless from, and shall defend and indemnify Home Credit against, any and all liabilities, claims, damages, costs and/or losses arising from or connected with the chargeback contemplated hereunder and/or the return or exchange of products subject of a QR Payment, regardless of whether a refund was executed by the Merchant.
- 6.2.4. In order to implement the transactions contemplated under this paragraph, the Merchant hereby authorizes Home Credit to debit the Settlement Account and/or such other accounts of the Merchant with Home Credit from time to time such amount as may be necessary to cover the Chargeback Amount, without need of any further act or deed on the part of the

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Merchant, such as but not limited to signing a separate Authority to Debit Form. Moreover, to the extent necessary to implement the authority granted to Home Credit under this paragraph, the Merchant hereby waives its rights under prevailing bank secrecy laws. The authority granted and the waiver made under this paragraph shall be effective, continuing and binding throughout the term of this Agreement.

### **6.3. DOUBTFUL TRANSACTIONS.**

In the event that Home Credit receives an inquiry from any of its QR Payment or Home Credit Pay partners regarding certain Payments coursed through Home Credit QR or Home Credit Pay System, Home Credit shall immediately notify the Merchant in writing of such inquiry. During the pendency of such inquiry, Home Credit shall be entitled to the place on hold such funds standing to the credit of the Settlement Account equivalent to the disputed transaction plus Fifty Thousand Pesos (PhP50,000.00). In the event that the balance standing to the credit of the Settlement Account shall be insufficient to cover the foregoing holdout amount, Home Credit is hereby authorized to place on hold such funds and properties of the Merchant in the possession of Home Credit equivalent to such shortfall until such inquiry shall have been resolved to the satisfaction of Home Credit. In order to implement the transactions contemplated under this paragraph 5, the Merchant hereby authorizes Home Credit to debit the Settlement Account and/or such other accounts of the Merchant with Home Credit from time to time such amount as may be necessary to cover the disputed amount contemplated hereunder, without need of any further act or deed on the part of the Merchant, such as but not limited to signing a separate Authority to Debit Form. Moreover, to the extent necessary to implement the authority granted to Home Credit under this paragraph 5, the Merchant hereby waives its rights under prevailing bank secrecy laws. The authority granted and the waiver made under this paragraph shall be effective, continuing and binding throughout the term of this Agreement.

### **6.4. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

- 6.4.1. The Merchant hereby represents and warrants, from date hereof and throughout the term of this Agreement, that: (i) in case the Merchant is a juridical person, it is a legal person duly organized and validly existing under the laws of the Republic of the Philippines, (ii) it has full legal capacity, power and authority to enter into this Agreement, to undertake and consummate the transactions contemplated under this Agreement and to engage in the business declared to Home Credit under this Agreement and described above, (iii) it has taken or obtained all necessary approvals and consents (including corporate and other such actions, in case the Merchant is a juridical person) to authorize the execution and performance of this Agreement and to engage in the business declared to Home Credit under this Agreement and described above, (iv) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms stated herein, (v) neither its execution of this Agreement nor the performance of its obligations or the exercise of its rights under this Agreement will (x) conflict with or result in a breach of any law, rule, regulation, judgment, order, authorization, agreement or obligation applicable to it, or (y) cause any limitation placed upon it or the powers of its directors (in case the Merchant is a juridical person) to be exceeded, or (z) violate or conflict with any provision of its charter documents (in case the Merchant is a juridical person), (vi) all authorizations required from any governmental or other authority or from its shareholders (as applicable) or creditors for or in connection with the execution, validity and performance of this Agreement have been obtained and are in full force and effect, (vii) it is in compliance with

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the provisions of anti-money laundering and terrorism financing policies, laws, rules and regulations applicable to it and the transactions contemplated under this Agreement, as well as the Data Protection Rules, anti-bribery legislation and prevailing laws on unfair competition, (viii) it is not in default under any law, rule, regulation, order, authorization, agreement or obligation applicable to it or its assets or revenues (and which has not been waived), the consequences of which default could materially and adversely affect its business or financial condition or its ability to perform its obligations under this Agreement, and (ix) it recognizes and respects the full legal and beneficial ownership of Home Credit over all Intellectual Property related to Home Credit QR System and all marketing collateral and other materials provided to the Merchant under this Agreement.

- 6.4.2. In addition to the foregoing, the Merchant hereby warrants and covenants that: (i) the selling price of products and/or services it shall offer to a customer who elects to transact using QR Payment shall be at the normal/regular selling price or cost of such products and/or services it shall offer to cash-paying customers, without any additional percentage, surcharge, add-on or such similar fee, (ii) it shall deal with all complaints made by a customer transacting using QR Payment in the same manner as complaints made by a customer transacting using other modes of payment, which shall at all times be within the turnaround time prescribed by Home Credit, (iii) it shall ensure and procure that all of its branches/outlets shall at all times comply with the terms of the then effective MOG, (iv) it shall prominently and conspicuously display and maintain at all of its branches/outlets the QR Payment acceptance signage (including related marketing collateral) provided by Home Credit for purposes of this Agreement, strictly in accordance with the marketing guidelines provided by Home Credit, (v) it shall not at any time refund cash for any products and services originally paid by the customer through QR Payment, (vi) it shall consistently monitor its QR Payment transactions in order to detect and prevent money laundering, by, among other acts, obtaining documents to properly identify the relevant payors and/or the legitimacy of the underlying payment transaction and source of funds, (vii) it shall institute the appropriate processes and procedures to fully comply with its obligations under prevailing anti-money laundering and terrorism financing laws, rules and regulations, and (viii) it shall not at any time engage in or pursue any of the prohibited transactions stated in Schedule 1, which Home Credit may update from time to time in writing.

## 6.5 DIGITAL PLATFORM

- 6.5.1 Home Credit shall provide the Merchant digital access to a Home Credit QR platform, where Merchant can view in real-time all successful Home Credit Pay transactions made and trigger merchant-initiated refunds. A corresponding Statement of Account (the "SOA") may be generated from this platform, detailing all merchant fees and chargeback amount (if any).
- 6.5.2 Should there be any dispute in the contents of the Home Credit QR platform, the Merchant shall have the right to contest, in writing, the contents within five (5) calendar days from the transaction date. The contents of the Home Credit QR platform shall be conclusively presumed correct after the lapse of the 5-day period without the Merchant contesting the content/s thereof. In such case, the Merchant waives its claim to any reimbursement/s to the paid items as indicated in the Home Credit QR platform. In the event that Merchant successfully lodges a dispute within the five-day period, the items subject of the dispute/contest shall be mutually checked and cross-checked by the Parties within fifteen (15) business days (to be reckoned from the date that the written dispute/contest was received). Any excess or deficiency in the amount paid by the Merchant will be automatically

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deducted from the current or incoming sales transactions of the Merchant pending settlement with Home Credit.

## 7. HOME CREDIT PAY

### 7.1. GENERAL TERMS

- 7.1.1. The Loyalty Programs Provision (AEPP [Item 5.1, including all sub-headings], Special Cashback Program [Item 5.2, including all sub-headings], and Discounts [Item 5.3, including all sub-headings]) applies to purchases using the HCC under the Home Credit Pay.
- 7.1.2. For Settlement, the QR Settlement (item 6.1, including all sub-headings) shall be applicable to purchases using the HCC under the Home Credit Pay.
- 7.1.3. Doubtful Transaction (item 6.3) and Representations, Warranties and Covenants Provision (item 6.4, including all sub-headings) apply to purchases using the HCC under the Home Credit Pay.
- 7.1.4. For Chargeback/Refund, the QR Chargeback/Refund provision (item 6.2, including all sub-headings) shall be applicable to purchases using the HCC under the Home Credit Pay.
- 7.1.5. The Digital Platform provision in item 6.5, including all sub-headings, shall be applicable to purchases using the HCC under the Home Credit Pay.

## 8. NOTICES

- 8.1. Notices of Participation, as well as other notices or conformities to be set under this Agreement, shall be sent via e-mail to and by the following:

**FOR HOME CREDIT:**

Name: Loyalty Merchant Acquisition Team

E-mail address: Loyalty-Merchant.Acquisition@homecredit.ph

**FOR HOME CREDIT:**

Name: Patryk Kalinowski

E-mail address: Online.Business.Partnership@homecredit.ph

**FOR MERCHANT:** *(to be reflected in the Application for Merchant Cooperation)*

Name:

E-mail address:

- 8.2. The other party shall be notified at least three (3) working days prior to implementation of any change to the contact person/details stated above.

## 9. CONFIDENTIALITY

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- 9.1. Home Credit and the Merchant must protect and treat the following information as confidential and shall not share it with any third party:
  - 9.1.1. Any trade secrets, knowledge, data or other information of a party relating to Goods, services, research and development activities, inventions, discoveries, processes, software, titles, concepts, know how, designs, formulas, algorithms, test data, technologies, customer lists, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to the business or research of the other Party, or which such Party knows or has reason to know is considered confidential.
  - 9.1.2. The provisions of this Agreement and all information provided to the Party by the other Party under this Agreement, including without limitation, technical, operational, marketing, billing, pricing and commercial information; and
- 9.2. The documents and information collected from all customers.
- 9.3. A Party shall keep this Agreement and all information relating to this Agreement confidential at all times and may not disclose or discuss this Agreement or any information relating to this Agreement with any third party without the prior written consent of the other Party, unless such Party is required to disclose such information by any relevant authority or by law.
- 9.4. A Party violating its obligations under this section shall fully indemnify the other Party for all damages caused by such breach. The Breaching Party shall pay the Disclosing Party the amount of One Hundred Thousand Pesos (Php100,000.00) as liquidated damages, in addition to any actual or incidental damages caused by the breach. Moreover, because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief, in addition to all monetary or other remedies available at law or in equity.
- 9.5. The Parties shall ensure that their employees, agents and representatives comply with the provisions of this Clause.
- 9.6. The obligations under this Clause shall survive the termination or expiry of this Agreement.

## 10. DATA PROTECTION.

- 10.1. Each Party hereby represents and warrants that it is in full compliance with the requirements under applicable laws, rules and regulations with respect to data security, data protection and confidentiality of personal data, including but not limited to the Data Privacy Act of 2012 (Republic Act No. 10173) and its implementing rules and regulations (collectively, the "Data Protection Rules") and that it has the necessary infrastructure, procedures and policies to fully and sufficiently protect the integrity, accuracy, security and confidentiality of personal data that may be collected, processed, stored, transferred and disposed of by such Party in relation to this Agreement (such personal data, "Personal Data"). Accordingly, each Party hereby warrants that it has obtained the necessary consents from the owners of Personal Data with respect to the disclosure thereof to the other Party in the performance of the transactions contemplated under this Agreement. Each Party hereby undertakes that (i) it shall process Personal Data in a manner consistent with documented

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consents from data subjects and/or the written instructions of the disclosing Party, including with respect to the transfer of personal information to another country or to a foreign entity, unless such transfer is authorized under the laws of the Republic of the Philippines, (ii) it shall ensure that an obligation of confidentiality is imposed on persons authorized to process Personal Data, (iii) subject to prevailing bank secrecy and information security laws, rules and regulations, it shall permit the disclosing Party and/or the disclosing Party's authorized representatives and/or regulators to conduct the necessary audits to ensure compliance with the requirements of the Data Protection Rules, and it shall institute the necessary security measures to address such audit findings and/or to otherwise fully comply with the Data Protection Rules, (iv) it shall not outsource or otherwise engage the services of another service provider in the performance of the obligations contemplated under this Agreement and/or with respect to Personal Data without the prior written consent of the disclosing Party or the relevant data subjects, (v) in case of an actual or potential data breach, it shall inform the other Party in writing of such fact as soon as possible but in no case later than twenty-four (24) hours from knowledge thereof, together with information as to the steps that it has and/or will undertake to handle such actual or potential data breach, (vi) it shall render the necessary assistance that may reasonably be requested by data subjects in the exercise of their respective rights with respect to their own Personal Data, (vii) it shall delete and destroy all Personal Data in its possession immediately upon request therefor by the relevant data subjects, and (viii) it shall immediately provide the other Party all information necessary to show compliance with the Data Protection Rules and/or the data protection obligations under this Agreement. Each Party hereby releases the other Party and agrees to hold such other Party free and harmless from any claims, liabilities, suits, actions or damages that may arise out of the breach of the disclosure, processing, storage, collection and transfer of information under and in compliance with this paragraph 7, except insofar as may be shown to have resulted or arisen from the breach by such other Party of this paragraph 7 and/or the bad faith or gross negligence on the part of such other Party.

- 10.2. The Merchant hereby agrees that Home Credit may provide information to it regarding products and services of Home Credit (and/or of Home Credit's partners, affiliates, subsidiaries, and related parties) that Home Credit reasonably determines to be relevant to the Merchant.

## 11. TERM AND TERMINATION

- 11.1. This Agreement shall be valid from the date of execution until either party gives written notice to the other party of its intention to terminate at least ninety (90) days prior to the intended date of termination.
- 11.2. Home Credit, at its sole discretion, may terminate this Agreement effective immediately in case of breach by the Merchant of any of the provisions of this Agreement.
- 11.3. All obligations existing before the date of termination shall be performed in accordance with this Agreement.
- 11.4. This Agreement and all Notices of Participation shall constitute the entire agreement between the Parties. Any amendment hereto must be agreed by the Parties in writing.

## 12. DISPUTE RESOLUTION

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- 12.1. All disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Agreement, or for the construction, termination or breach thereof, shall be decided amicably by the Parties. If such dispute, controversy or difference cannot be so settled, a party may submit the dispute before the appropriate courts within Metro Manila.
13. **ASSIGNMENT.** This Agreement, and any of the rights and obligations hereunder, may not be assigned, delegated, subcontracted or otherwise transferred by the Merchant without the prior written consent of Home Credit.
14. **NON-WAIVER OF RIGHTS.** No failure or delay on the part of any Party in exercising any power or right under this Agreement shall operate as a waiver of the same nor shall the knowledge or acquiescence by any Party of a breach of any term or condition of this Agreement constitute a waiver of such term and condition. No waiver of any term or condition of this Agreement, or any breach or violation of the same, shall be valid unless made in writing and signed by or on behalf of Home Credit.

**15. REMEDIES; VENUE; GOVERNING LAW.**

- 15.1. The rights and remedies of a Party under this Agreement shall be cumulative and without prejudice to any other right or remedy available to it under applicable laws, rules and regulations.
- 15.2. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be finally resolved by arbitration in accordance with the rules of the Philippine Dispute Resolution Center then prevailing. The number of arbitrators shall be three (3). Each Party shall appoint one (1) arbitrator within fifteen (15) calendar days from filing of a notice of arbitration. The arbitrators thus appointed shall select a third arbitrator who shall act as the presiding arbitrator of the tribunal or panel. The language of the arbitration shall be English. Venue of arbitration shall exclusively be in Quezon City, Metro Manila. The decision of the arbitrators shall be final and binding upon the Parties.
- 15.3. Notwithstanding the foregoing, interim or injunctive relief may be obtained by any of the Parties exclusively before the proper courts of Quezon City or Taguig City, Metro Manila.
- 15.4. The invalidity, unenforceability or illegality of any provision of this Agreement shall not affect the validity, enforceability or legality of the remaining provisions hereof.

**16. ENTIRE AGREEMENT; AMENDMENTS.**

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- 16.1. This Agreement constitutes the entire and final agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior undertakings, arrangements, representations and agreements, whether verbal or written, between the Parties with respect to the subject matter hereof.
  - 16.2. Except with respect to updates and/or revisions on the MOG, any modification of, or amendment to, any part of this Agreement shall be agreed between the Parties in writing.
17. **NATURE OF AGREEMENT.** This Agreement is a non-exclusive agreement intended for the acceptance and use of Loyalty programs, QR Payments and Home Credit Pay by the Merchant through Home Credit QR System and Home Credit Pay System for transactions in the Republic of the Philippines.

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