

# Terms and Conditions

## MASTER TERMS AND CONDITIONS FOR PURCHASE ORDERS

ALL PURCHASE ORDERS (“ORDER” OR “ORDERS”) BETWEEN ALORICA ASIA (ROHQ), LTD. (“ALORICA”), ITS SUBSIDIARIES AND AFFILIATES, AND THE PARTY SUPPLYING THE PRODUCTS OR SERVICES (“VENDOR”) WHICH ARE NOT GOVERNED BY A SEPARATE AGREEMENT EXECUTED BY ALORICA AND VENDOR ARE SUBJECT TO THE FOLLOWING MASTER TERMS AND CONDITIONS:

### 1. DESCRIPTION OF GOODS AND/OR SERVICES

Any goods purchased pursuant to each Order shall conform in every manner to the samples, models, drawings, plans, specifications and any other descriptions made to or received by Alorica and will be free from all defects in material and workmanship. Any services provided pursuant to each Order shall be performed in a timely and professional manner in accordance with prevailing industry standards. No changes in the scope of services, fees or schedule of performance shall be effective unless approved in writing by Alorica and Vendor in advance. Such changes shall be incorporated herein by reference. Vendor will immediately inform Alorica Procurement Department of any additions or deletions requested by any Alorica location.

### 2. WARRANTIES

In addition to and without prejudice to all other warranties expressed or implied by law, Vendor represents and warrants that the goods or services to be delivered under each Order will be of consistent kind and high quality, conform to representations of merchantability and fitness for particular purpose and conform to all samples and descriptions made to or received by Alorica and conform to all government standards of manufacture, specifications and quality. Alorica has specifically relied upon such warranties in entering into this transaction and each Order. All warranties, both express and implied, shall constitute conditions and survive inspection, acceptance and payment. Vendor further warrants that the goods and/or services covered by each Order will not interfere with any contractual rights or infringe upon any Philippine or foreign patents and/or copyrights and/or any Philippine or foreign trademark, trade dress, trade name or similar property right, and Vendor warrants and agrees that all goods delivered to Alorica under each Order shall be and remain free and clear of all encumbrances, liens, claims (including, but not limited to, claims of unfair competition) and debts of any nature whatsoever. Vendor warrants that at the time of transfer of the goods to Alorica, Vendor shall have good title to such goods and that transfer of such goods shall be rightful and shall not be subject to any import quota, restrictions or regulation preventing or forbidding the importation or sale of the goods or any component part thereof, and shall not be subject to any duty, tariff or penalty. All goods shall be in full compliance with all domestic and foreign customs and other government regulations, including without limitation marking and packaging requirements. Vendor shall comply with all applicable laws and regulations in connection with the provision of any services to Alorica. Vendor hereby represents and warrants to Alorica that all goods purchased from time to time by Alorica are authentic and genuine as properly marked and represented. Without limitation, such goods are accurately and properly marked, labeled and manufactured by an authorized entity, and such goods are neither counterfeit nor adulterated in any manner and Vendor has the lawful right to sell such goods to Alorica without breaching any third party rights.

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Vendor represents and warrants that it is free to enter into these terms and conditions, to render the services, deliver the products, and to grant the rights herein provided. Vendor is not subject to any obligations or disabilities that will or might prevent or interfere with keeping and performing all of these terms, covenants, and conditions to be kept or performed hereunder, and Vendor has not made nor will make any agreement, commitment, grant or assignment, or will do, or will omit to do, any act or thing that could or might interfere or impair the complete enjoyment of the rights granted, and the products and/or services to be delivered to Alorica hereunder.

With respect to any software purchased, licensed or which is a component of the Services, Vendor represents and warrants that any software or software related services shall be free from any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another. Vendor shall provide a separate agreement for any maintenance service provided. This maintenance agreement shall begin upon expiration of the warranty period. Vendor shall provide services for the entire period of the maintenance agreement. Vendor shall provide to Alorica documentation, such as a user's manual, that will provide information necessary to utilize the software. This manual shall include at minimum, a product overview and step-by-step procedures, which include any on-line help desk functions. Vendor shall agree to deliver sufficient copies and allow Alorica the freedom to use those copies as needed. Vendor warrants that Vendor shall provide hands-on training at Alorica's site and at Vendor's expense. Training materials will include features designed to train users for certain identified functionalities. Alorica shall own any customizations it performs or enhancements that it creates or pays to have created. Any software licenses provided to Alorica shall be perpetual and may be used at any Alorica location, unless Alorica agrees otherwise in writing. Alorica may make reasonable number of copies for use in training, support, demonstrations and development for no additional license fees. A third-party maintenance provider has the right to load the software for Alorica as an agent in a support capacity.

### **3. PRICE WARRANTY**

Vendor warrants that the prices of the goods and services sold to Alorica hereunder are not less favorable than those currently extended to any other customer for the same or similar goods and services in similar quantities. In the event Vendor reduces its price for such articles during the term of this Order, Vendor agrees to reduce the prices hereof, correspondingly. Vendor warrants that prices shown on this Order shall be complete, and no additional charges of any type shall be added without Alorica's express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing and/or crating. If Alorica shall become entitled to such lower prices, but shall have made payment at any prices in excess thereof, Vendor shall promptly refund the difference in price to Alorica. ALORICA REQUIRES AT LEAST ONE HUNDRED AND TWENTY (120) DAYS WRITTEN NOTICE PRIOR TO ANY PRICE INCREASES. Vendor shall not ship goods or provide services at a higher cost without prior written approval from Alorica.

### **4. TAXES & DUTIES**

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The Vendor, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Order.

Payment shall not be subject to Value Added Tax (VAT) provided that a copy of Alorica's certificate of exemption/entitlement in support of the vat-zero rating and/or vat-exemption is submitted to the Vendor.

## **5. INSPECTION OF GOODS**

Payment for the goods delivered hereunder shall not constitute acceptance thereof. Alorica shall have reasonable time to inspect the goods after receipt by Alorica and to reject any and all of said goods which, in Alorica's judgment, are defective or nonconforming. If the goods are not in conformity with the samples, specifications or other descriptions or are not delivered in a timely manner in accordance with Alorica's instructions, or in the event of a breach of any obligation hereunder or under the Order or any warranty, express or implied, or any claim by Alorica or any third party of noncompliance with applicable laws or regulations (including, without limitation, infringement or alleged infringement of any Philippine or foreign trademark, copyright, trade dress or trade name, and/or any claim of unfair competition or interference with contractual relations), Alorica, at its sole option, may return the entire shipment of goods delivered, return all or a portion of the goods or retain all goods. All goods returned to Vendor shall be at Vendor's sole risk and expense. Alorica may charge Vendor all expenses of unpacking, examining, repackaging and reshipping such goods. In the event Alorica receives goods whose defect or nonconformity is not apparent on examination, Alorica reserves the right to require replacement as well as payment for damages. Nothing contained in this Order shall relieve in any way the Vendor from the obligation of testing, inspection, and quality control. Vendor shall, immediately upon return of goods, provide Alorica with a pro rata refund of all monies paid by Alorica or, at Alorica's option, repair or replace such goods at Vendor's expense. Receipt and inspection of goods does not waive any rights or estop Alorica from asserting any subsequently discovered breaches or defaults. In addition, Alorica retains its right to pursue all other remedies and damages available to it under the law or in equity. The Vendor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Alorica or its representative, shall release the Vendor from any warranties or other obligations under this Order.

## **6. PAYMENT TERMS; SET OFF**

Alorica will pay for Goods and Services within sixty (60) days of receipt of a correct invoice which shall be delivered to Alorica at the address specified by Alorica. Vendor shall be entitled to no other compensation or reimbursement for Goods or Services. Vendor agrees to accept payments from Alorica by way of credit card or check, in the sole discretion of Alorica, and no fees or services charges may be added by Vendor regardless of method of payment. The invoice may not be issued until the goods have been shipped to Alorica. Each invoice shall state the following: (a) Vendor's name, address and phone number; (b) Address of Alorica or its affiliate or subsidiary's location receiving the Goods and Services; (c) The proper Alorica Order number; (d) An invoice number; (e) The order date; (f) The invoice date; (g) Itemized descriptions with quantity, unit value and net value of each Good or Service purchased; and (h) Itemized description of all freight and other charges. If any one of these items is not documented on the invoice, the invoice will not be processed for payment until the invoice has been corrected. All invoices must be received by Alorica

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within thirty (30) days of the date Goods were shipped. The parties agree that if payment is sent to Vendor within thirty (30) days of date of invoice, Vendor shall grant Alorica a discount of 3% of the amount due. Alorica's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. All claims of Vendor for monies due or to become due from Alorica shall be subject to deduction or set off by Alorica for any claim or counterclaim by Alorica arising out of this agreement, any of Alorica's purchase orders with Vendor or any other transaction between Alorica and Vendor. Unless otherwise specified by Alorica on the Order, the currency in which payment is made to the Vendor under this Order shall be in Philippine Pesos.

Notwithstanding the foregoing paragraph, Alorica reserves the right to withhold the foregoing amounts or deduct therefrom any sum necessary to cover costs of alternative services incurred by Alorica due to the Vendor's delay or failure to perform its obligations under this Agreement.

## **7. TITLE, RISK OF LOSS AND SHIPMENT**

Unless otherwise indicated by Alorica on the Order, Vendor agrees to be responsible for all freight and customs procedures and to pay all customs and freight charges incidental to the delivery of the goods listed on the Order. Notwithstanding the terms of delivery, title and risk of loss, responsibility for and damage to goods shall remain in Vendor and shall not pass to Alorica until such goods have reached Alorica place of business and until Alorica's written acceptance thereof. Proof of delivery does not qualify as written acceptance thereof. If the goods are not accepted, for whatever reason and no matter what the F.O.B. terms state, Vendor agrees to pay all freight incident to the return of the goods, F.O.B to Vendor's place of business or other destination. Shipment of all goods purchased pursuant hereto shall be affected as set forth in the Order. Unless otherwise expressly set forth in the relevant Order shall be not charge Alorica for insurance on shipments of goods, or for packing, crating, or drayage of goods. Vendor shall notify Alorica immediately of any situation that may delay or threaten to delay the timely delivery and/or performance of any Order. All or any portion of any Order may, at Alorica's option, be canceled without liability by Alorica, if delivery is not made as or when specified in said Order and these Terms and Conditions.

Any goods shipped by Vendor in excess of the quantity designated in any Order or tolerance from quantity previously agreed to in writing may be returned by Alorica at Vendor's sole expense. The cost of any returned goods will be credited to Alorica, and any costs associated with the return of goods to the Vendor will be borne by the Vendor.

## **8. PERSONNEL**

Vendor agrees to provide all necessary personnel, employees, agents, subcontractors and any other person or entity working on behalf of Vendor (the "Personnel") to provide products or services acceptable to Alorica and to permit timely completion of all work required hereunder.

There shall be no employer-employee relationship between Alorica and the Personnel of the Vendor. It is expressly understood and agreed that the Personnel, to be assigned by the Vendor to perform the services subject of this Order, shall remain the employees of the Vendor.

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Vendor shall fully comply with the obligations of an employer and hereby agrees to hold Alorica free from any liability, cause and causes of action, claim or claims of its personnel. Vendor also warrants that all its designated personnel are at least eighteen (18) years of age pursuant to Department of Labor and Employment (“DOLE”) Department Order 149-2016. It is further understood by the parties that in compliance with the provisions of DOLE Department Order 174-17, none of Vendor’s employees assigned/designated for the transaction subject to this Order shall be hired for less than the period of the transaction or the term of this Order.

Vendor’s personnel, delivery men and employees shall fully comply with the policies and regulations of Alorica while within the company premises. It is Vendor’s responsibility to inform all its employees, representatives and assigns regarding Alorica’s Vendor Privacy and Security Policies, herein attached as Annex “A”, and ensure full compliance thereof. Alorica, at its sole discretion, hereby reserves its right to prohibit ingress or delivery of Vendor’s employees within its premises in cases as it may deem fit.

## **9. ORIGINALITY AND OWNERSHIP**

Any and all of Vendor's materials furnished, suggested and/or delivered to Alorica by Vendor shall be wholly original with Vendor except for materials in the public domain or materials duly licensed to Vendor and which Vendor has the right to sublicense or distribute to Alorica without further approvals, and shall not be copies in whole or in part from any other work or materials. Vendor agrees that neither Vendor's material nor their use by Alorica shall infringe upon or violate any right of privacy or publicity of or constitute a libel, slander, or any unfair competition against, or infringe upon or violate any intellectual property rights (including without limitation copyright, patent, trade secret and/or trademark rights) and/or rights or any other rights of any person, firm, corporation or other entity. All materials, which are created for Alorica’s use pursuant to these terms are subject to protection under the Republic Act No. 8293 or the Intellectual Property Code of the Philippines, shall be deemed to be "works made for hire" and all rights, title and interest therein shall be owned by Alorica. To the extent that any original materials may not be "works made for hire" Vendor hereby assigns all rights in the same to Alorica, and agrees to execute any and all documents necessary to evidence said assignment.

## **10. INSURANCE**

Vendor agrees that during the term of its performance hereunder, it shall, at its sole cost, obtain and maintain, from insurance companies acceptable to Alorica, all applicable and appropriate insurance, (including but not limited to: commercial general and liability, Personal Injury/Property Damage coverage for services that will be performed on Alorica’s premises, Statutory Worker’s Compensation coverage for employees engaged in the Services under this Order) in an amount consistent with Vendor’s industry practice and as may be required by applicable law. Each policy shall name Alorica as a loss payee or additional insured, as appropriate.

## **11. INDEPENDENT CONTRACTOR**

Neither these terms, the relationship created between the parties hereto pursuant to these terms, nor any course of dealing between the parties hereto is intended to create, or shall create, an employment

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relationship, a joint venture, partnership or any similar relationship. Vendor does not have, nor shall Vendor hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Alorica. Vendor shall be solely responsible for, and shall hold Alorica harmless from and against any liabilities, cost or expenses incurred by or on account of its Personnel and their acts and/or omissions. Vendor is an independent contractor, and, as such, Alorica will not withhold or make payments for social security contributions; make unemployment insurance or disability insurance contributions; or obtain workers compensation insurance on Vendors behalf for Vendor's employees and contractors. Vendor hereby agrees to indemnify and defend Alorica against any and all such taxes or contributions, including penalties and interest.

## **12. TIME OF THE ESSENCE**

Vendor acknowledges that time is of the essence with regard to the shipment and delivery of goods. Upon acceptance of each Alorica Order, Vendor shall immediately prepare for shipment and ship to Alorica the goods described therein, unless otherwise indicated by Alorica on the Order. Any delay in shipment or late delivery may result in cancellation or rescission of the Order at the sole option of Alorica. Acceptance by Alorica of any late deliveries shall not be deemed a waiver by Alorica of its right to cancel or rescind any other Orders or its right to obtain damages due to the late delivery.

## **13. INDEMNIFICATION**

Vendor shall indemnify, hold harmless and defend Alorica, its affiliates, agents, employees, officers and directors from any liability, loss, claim, demand, suit, cause of action, settlement, interest, lien, fine, penalty, attorney fees and costs and expenses including court costs and other costs of investigation and litigation (collectively, "Loss") relating to or arising from: (i) infringement of any patent, copyright, trademark; service mark mark work or other protected intellectual property right, or any misappropriation of any trade secret or proprietary information, in connection with Alorica's receipt or normal use of materials or services provided by Vendor; (ii) non-compliance to or violation of applicable laws, including but not limited to privacy laws; (iii) any of the materials or services furnished by Vendor hereunder; (iv) Vendor's or its employees' or agents' acts or omissions relating to this Agreement or the services or materials provided hereunder including but not limited to employee claims for employee regularization, unpaid wages and any other similar claims; and (v) misconduct or negligence of Vendor, its employees, representatives, or agents.

## **14. LIMITATION OF LIABILITY**

IN NO EVENT WILL ALORICA BE LIABLE TO VENDOR OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE GOODS OR SERVICES VENDOR PROVIDES, EVEN IF ALORICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDTION, VENDOR AGREES THAT ALORICA WILL NOT BE LIABLE FOR DAMAGES OF ANY NATURE IN EXCESS OF THE AMOUNTS ALORICA AGREED TO PAY FOR THE PRODUCTS OR SERVICES IN THE ORDER.

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## 15. GOVERNING LAW AND LANGUAGE

The legal relationship among the parties, these Master Terms and Conditions and any Order between the parties shall be governed by and construed in accordance with the laws of the Republic of the Philippines, without regard to conflicts of law principles.

This Order has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Order. All correspondence and other documents pertaining to this Order exchanged by the parties shall be written in English.

## 16. COVENANT OF CONFIDENTIALITY

Vendor acknowledges that it may have access to and receive confidential and proprietary information from Alorica (“Confidential Information”), including, but not limited to, organizational structure, business plans, marketing philosophy and objectives, competitive advantages and disadvantages, personal information of Alorica’s officers, cost figures, sales or other financial results, vendor names and addresses, and distributor names and addresses. It is agreed that Vendor shall protect the confidentiality of any information disclosed by Alorica and that Vendor will not disclose such information, either directly or indirectly, to any third person or entity without the prior written consent of Alorica. The Vendor hereby warrants and represents that all employees assigned to work under this Order shall be similarly bound by this confidentiality provision. This confidentiality covenant has no temporal, geographical or territorial restrictions. Notwithstanding the foregoing, the provisions of this confidentiality section shall not apply to information (i) which is in the public domain other than through a violation of this section, or (ii) which is required to be disclosed pursuant to the valid order, rule or regulation of an administrative agency or judicial court of competent jurisdiction, provided that Vendor shall notify Alorica of any disclosure required by law and provide Alorica with the opportunity to intervene and contest such disclosure. The terms of this section shall survive the expiration or termination of any Orders and/or the termination of the relationship between the parties. In addition to the foregoing, Vendor agrees that Alorica has and shall retain all right, title and interest in and to all information, data and materials which are provided to Vendor by Alorica or on behalf of Alorica pursuant to these terms. Upon termination of the terms, or at Alorica’s request, Vendor shall immediately cease its use of the Alorica Confidential Information and shall return all such information, and copies thereof, to Alorica, or destroy such materials and certify in writing to Alorica that such destruction has taken place.

## 17. DATA PRIVACY COMPLIANCE

In connection with any Personal Information, sensitive or otherwise, provided by Alorica to the Vendor during the term of this Order, whether directly or indirectly, as defined in the Data Privacy Act of 2012, Vendor shall: (a) comply with, and at all times assist the Alorica in complying with and demonstrating compliance with, all relevant data protection law and regulations; (b) process such Personal Information strictly for the purpose of performing its obligations under this Order; (c) keep such Personal Information only for as long as necessary to perform its obligations under this Order; (d) ensure that an obligation of confidentiality is imposed on all its employees or any third party related to it; (e) take such organizational, administrative, physical and technical security safeguards against unauthorized and unlawful processing or accidental loss of Personal Information; (f) upon the expiration or termination of this Order, or at Alorica’s request, delete or return all such Personal Information to Alorica, and certify all such return or destruction in writing to Alorica, provided however, that the Vendor may retain a list that contains general

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descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Personal Information is returned or destroyed, as applicable.

Vendor shall promptly inform the Alorica if any Personal Information is lost, destroyed or becomes damaged, corrupted, or unusable. Vendor shall likewise notify the Alorica within twenty four (24) hours if Vendor becomes aware of any unauthorized or unlawful processing, loss of, damage to or destruction of the Personal Information. Vendor shall restore such Personal Information at its own expense.

Vendor further represents and warrants that any Personal Information, sensitive or otherwise, it transfers or discloses to the Alorica in connection with this Order, has been obtained with the necessary consent from the relevant individuals.

Vendor shall indemnify the Alorica in full against all losses, liabilities, damages, actions, claims, demands, penalties and expenses (including legal expenses) awarded against or incurred or paid by the Alorica arising from any breach of the provisions of this clause or any misuse of data contrary to the Data Privacy Law and to provide, at its own expense, all necessary assistance and cooperation to the Alorica in the investigation or defense any action or claim.

## **18. ALORICA INTELLECTUAL PROPERTY**



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Alorica. All materials that make reference to Alorica or use any intellectual property owned by Alorica must be pre-approved in writing by Alorica. Specifically, any and all requests for use of trademarks, trade names, trade dress, service marks and/or other intellectual property owned by Alorica must be submitted to Alorica for written approval twenty (20) days before being provided to any party for any use. The exact image must be approved and not altered after approval. Upon termination of the relationship between the parties, Vendor shall immediately discontinue and relinquish any and all uses of all intellectual property owned by Alorica. Nothing in this provision shall be construed to grant Vendor a license to any of the intellectual property disclosed or to any patents, patent applications, trademarks, trade dress, trade names, service marks and/or copyrights derived from the intellectual property disclosed to Vendor.

## 18. TERMINATION

At any time, upon written notice to Vendor, Alorica may terminate this Order or its obligations to purchase any goods or services, with or without cause. If an Order is terminated for convenience, then the termination date shall be not less than thirty (30) days from the date of notice, unless otherwise mutually agreed to by the parties. In the event of pre-termination of this Order, Alorica's total payment responsibility shall be to pay Vendor for any goods satisfactorily delivered or services satisfactorily performed in full compliance with the requirements of this Order prior to the date that termination becomes effective (on a pro rata basis if Alorica has paid in advance any fees covering a fixed period of Services). Alorica shall have no obligation to pay for termination expenses or for anticipated profits, unabsorbed or under-absorbed overhead or unperformed services. Unless Alorica has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination.

Alorica may immediately terminate this Order if the Vendor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Alorica and/or the Vendor.

Alorica may immediately terminate this Order in case it is determined *prima facie* that the Vendor has engaged, before or during the implementation of this Order, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices;
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## 19. ASSIGNMENT; DELEGATION; SUBCONTRACTING

Vendor may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without Alorica's prior written approval. In the event of agreed delegation or subcontracting, Vendor shall continue to be liable with respect to all of the obligations or

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liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Vendor shall enter into a written agreement with any permitted subcontractor, which, at a minimum, includes provisions protecting Alorica's Confidential Information in a manner consistent with the terms of this Agreement. Subcontracting of any portion of the Goods or Services, if allowed by Alorica, does not relieve the Vendor of any liability or obligation under this Order. The Vendor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Vendor's own acts, defaults, or negligence, or those of its agents, servants or workmen.

## **20. ON-SITE SERVICES**

If Vendor performs any services at one of Alorica's sites, upon Alorica's request, Vendor will immediately remove from all facilities and replace any personnel who are unsatisfactory to Alorica for any reason. Vendor warrants that all Vendor personnel assigned to the Alorica facility shall have a prior satisfactory work record in a responsible capacity and be legally authorized to work in the Philippines. Vendor further agrees, while Vendor's personnel are on Alorica's premises, that they will abide by Alorica's normal rules of work.

## **21. NON EXCLUSIVE ARRANGEMENT**

Nothing contained in these Terms shall be construed as conferring or granting an exclusive right or obligation upon either party to purchase or sell products or services under these terms. The parties understand and agree that neither these terms and conditions nor any Order shall create rights or obligations of exclusivity inuring to the benefit of Vendor. Nothing in these Terms and Conditions or in any Order shall limit Alorica's right to, at all times, purchase goods and services from other suppliers.

## **22. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or inability to perform its obligations under these terms or otherwise if such delay or inability arises from any act of God, fire, natural disaster, act of government, or any other cause beyond the reasonable control of such party which could not be avoided by the exercise of due care.

For purposes of this Order, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Vendor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Vendor. Such events may include, but not limited to, acts of Alorica in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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If a *force majeure* situation arises, the Vendor shall promptly notify Alorica in writing of such condition and the cause thereof. Unless otherwise directed by Alorica in writing, the Vendor shall continue to perform its obligations under the Order as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. VENUE OF ACTIONS**

The parties hereby agree that any legal action arising out of or relating to this Order shall be instituted only in the proper courts of Makati City, it being understood that the parties expressly waive all other venues.

## **25. INJUNCTIVE RELIEF**

A breach of any of the commitments contained in these terms may result in irreparable and continuing damage to either party for which there may be no adequate remedy at law, and either party is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

## **26. NOTICES**

Whenever notice is to be given by any party to the other party under these terms, such notice shall be made by any one of the following methods; personally; by overnight courier service from which proof of delivery can be obtained; via next day business delivery, delivery charges prepaid; or by registered or certified mail, return-receipt requested. Notices shall be deemed received (a) if personally delivered or via overnight courier, upon date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following delivery to the party to whom the notice is addressed; (b) or when sent by registered mail, telex, telegram, or facsimile to such Party at the address defined in the Order, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.. Any party may change its address and other notice information by giving the other party written notice of such change in accordance with this Section. Until such time, all notices shall be sent to the addresses defined in the Order.

## **27. INSPECTIONS**

Alorica shall have the right at any time, and for a period of one (1) year subsequent to termination, to inspect and obtain, at its expense, copies of all written licenses, permits, approvals or any document issued by any governmental entity or agency to Vendor or its subcontractors, which are applicable to the performance governed by these terms.

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## **28. RIGHT TO AUDIT AND COMPLIANCE**

Upon five (5) business days advanced written notice to Vendor, Alorica will have the right to audit all records that pertain to work performed by Vendor for Alorica, this includes compliance with these terms. Vendor shall provide Alorica reasonable access to review and audit all books, records or sales, transactions, shipments, invoices and credits associated with the products or services, within 2 business days of Alorica's request to review records. If any such review, or audit discloses overcharges, Vendor shall within thirty (30) days of the completion of such review or audit, remit to Alorica the amount overcharges. If the overcharges amount to more than Php 50, 000.00 or USD 1, 000.00, Vendor shall also pay the reasonable costs of such audit, of not less than 10% of the amount, within thirty (30) days of the completion of such review or audit. Vendors books and records shall be maintained in accordance with generally accepted accounting principles consistently applied. Such books and records will be maintained for seven (7) years in accordance with generally accepted accounting principles and will be adequate to enable determination and substantiation of: (1) the accuracy of any payments required to be made under the relevant Order; and (2) compliance with the provisions of the relevant Order shall ensure that all requirements in this section are incorporated into all subcontracts at any tier. Notwithstanding anything in these terms to the contrary, the rights of Alorica contained in these terms shall survive the expiration, or earlier termination, of these terms. Further, all appropriate records and reports pertaining to work performed at Alorica facilities by Vendor under these terms shall be maintained by Vendor for a period of two (2) years following the contract termination or expiration.

## **29. ENTIRE AGREEMENT**

These Master Terms and Conditions and the individual Alorica Orders entered into pursuant to these Master Terms and Conditions constitute the entire agreement of the parties with respect to each Order. None of these terms and conditions may be amended or superseded or otherwise altered except by a written instrument signed by a duly authorized officer of Alorica and Vendor. The terms of all sections, which by their nature are intended to extend beyond termination, shall survive termination. If Vendor requires use of a Vendor-form sales order in connection with any of the goods or services to be purchased, Vendor hereby acknowledges and agrees that to the extent such sales order contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with this Agreement, shall have no effect whatsoever and these Master Terms and Conditions shall govern the relationship between Alorica and Vendor. Each shipment received by Alorica from Vendor shall be deemed to be only upon the terms and conditions contained herein and in the Order, notwithstanding any terms and conditions that may be set forth by Vendor in any acknowledgment, invoice or other document and notwithstanding Alorica act of accepting or paying for any shipment or similar act of Alorica. If any provision of these Master Terms and Conditions or the Order is declared invalid for any reason, such provision shall be deemed to be severed from the remaining provisions, which shall otherwise remain in full force and effect. Alorica and Vendor agree that each Order may be delivered by Alorica to Vendor by facsimile or electronic transmission and deemed accepted by Vendor on the terms set forth herein. In such event, Vendor agrees that Alorica may use the

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facsimile or electronic transmission in any legal action or proceeding with respect to such Order as if such facsimile or electronic transmission were the original Order issued by Alorica and Vendor hereby waives any objection to the admission of the facsimile or electronic transmission as evidence of the Order issued by Alorica and Vendor's acceptance of each such Order.

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## **“ANNEX A” Vendor Privacy and Security Policies**

### **Restricted Access and Use of Confidential Information**

Access is restricted in areas where confidential client, healthcare and/or financial information is located. Any confidential client, healthcare and/or financial information must not be used, retained or disclosed for any purpose during or after your visit. Individuals entering Alorica Asia (ROHQ), Ltd. (“Alorica”) data centers or computer rooms must be accompanied by an Alorica employee at all times. All service provider personnel must abide by the Alorica’s security and privacy guidelines, including but not limited to the guidelines contained in this document. Any visitor badge provided must be worn at all times and be clearly visible.

### **Electronic Messaging Systems/Internet Use**

ALORICA is committed to providing an environment that encourages the use of computers, electronic and telephone information as essential tools to support its business. This policy addresses the acceptable use of electronic messaging systems by ALORICA employees, contractors and business associates (“Personnel”), including Voice Mail (V-Mail), Electronic-Mail (E-Mail) and Instant Message (IM) systems, as well as Internet access that are provided by ALORICA whether or not the activities are conducted on ALORICA premises. All Personnel are covered under this policy. It is the responsibility of all Personnel to ensure that electronic messaging technology and access to the Internet provided by ALORICA is used for proper business purposes and in a manner that does not compromise the confidentiality of ALORICA’S proprietary or sensitive information, or information provided in confidence.

### **Acceptable Use of Electronic Messaging Systems and the Internet:**

1. Alorica’s electronic communications system is owned by Alorica. All electronic Voice Mail, E-Mail or IM messages, or any other electronic communications whether sent or received through the use of Alorica’s electronic communication systems, are Alorica’s property. Only Alorica authorized IM systems are to be used.
2. Any Voice Mail, E-Mail, IM, Internet use or any other electronic communications use by Personnel are not private, even if such communications are designated as private, personal or the like. There should be no expectation of privacy in such communications.
3. Voice Mail, E-Mail, IM, the Internet or any other electronic communications sent to or received from individuals outside of Alorica should not be considered secure. Confidential personal information (such as protected health information and personal financial information) should not be transmitted via Voice Mail, E-Mail or other electronic communication.
4. Alorica, at its discretion in the ordinary course of business, reserves the right to monitor its electronic communications system (both stored and active), including the voice or electronic mailboxes of Personnel, as well as Internet sites accessed by the Personnel. Any voice or electronic mailboxes of Personnel, any electronic message and any Internet site access may be reviewed at random, or at any other time at Alorica’s discretion. In certain situations, Alorica may be compelled to access and disclose messages and Internet sites accessed sent over its electronic communications systems to government entities and third parties.
5. Passwords and message delete functions do not restrict or eliminate Alorica’s ability or right to access electronic and telephonic communications. Passwords are provided for the security of the electronic messaging systems and not for the privacy of Personnel.
6. Storage space on Alorica’s electronic communication systems is limited. Electronic mail records may generally be retained for one year. Excessive or outdated electronic communications records may be deleted by Alorica without notice in the event of system requirements.
7. Personnel shall not share electronic messaging system passwords, provide system access to any unauthorized user, or access another user’s electronic messaging systems without management authorization.
8. Electronic messaging systems and the Internet are to be used primarily for Alorica related business communications. Limited personal use is permitted, but is subject to monitoring. Limited personal is defined as infrequent, incidental use that is professional, in good taste and which does not interfere with Alorica business, the performance of the user’s duties or the availability of technology resources. Electronic mail shall not be used for commercial purposes unrelated to Alorica business, or for any illegal purpose. Limited personal use does not include gambling, raffles, distribution of unsolicited advertising, propagation of computer worms/viruses, chain letters and/or

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intellectual property-related exclusions, such as disclosure of confidential information or transfer of MP3 files. Non-business related activities are done at the user's risk without the expectation of privacy.

9. Sending, saving or viewing offensive, harassing, insulting, demeaning, intimidating, disruptive, sexually suggestive written, recorded or electronically transmitted content is prohibited. Messages stored and/or transmitted by computer, voicemail, email or telephone systems must not contain content that is disruptive or that may be reasonably considered offensive to any employee or Personnel. This includes, but is not limited to, messages that violate Alorica policies on Equal Employment Opportunity or against Harassment and Discrimination.

10. Alorica's technical resources, especially use of the Internet, may not be used for personal gain or the advancement or expression of individual views. Alorica's technical resources may also not be used to solicit for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.

11. Personnel may not send email or communications that mask their identity or indicate that they were sent by someone else. Personnel are not allowed to access any technical resources using another's password. Similarly, Personnel should only access the libraries, files, date programs and directories that are related to their work duties.

12. In order to facilitate Alorica's access to information on its technical resources, you may not encrypt or encode any voicemail or email communication or any other files or data stored or exchanged on Alorica's systems without the express prior written permission of the Chief Information Officer.

13. Personnel who violate this policy shall be subject to discipline, up to and including termination. Personnel should direct any questions about this policy (or may report an abuse of this policy) to their supervisor or local Human Resources department.

## **Background Check Requirements:**

Service Provider shall be responsible for conducting, at its expense, background investigations of Service Provider's employees and/or any permitted subcontractors who will have access to Alorica's premises, facilities or Confidential Information. Such investigations shall include, without limitation, (i) a search of the employee's or subcontractor's Social Security number or other appropriate government-issued identification number to verify the individual's identity and current and previous addresses, (ii) verification of government clearances required from employees prior to hiring, such as, but not limited to, those issued by the National Bureau of Investigation, Philippine National Police, local police precinct or *barangay* where the employee or subcontractor resides, and (iii) a 2-panel drug screen. Subject to applicable law, Service Provider shall not permit an employee or permitted subcontractor to have access to Alorica's premises, facilities or Confidential Information when such employee or subcontractor: (A) has been convicted of a crime or felony, or found guilty in a civil or administrative proceeding in connection with any act of dishonesty or physical harm or injury to any person; or (B) uses illegal drugs or has failed the drug screen.

Alorica shall have the right, during the term of this Agreement and for a period of two (2) years thereafter, to audit Service Provider to confirm Service Provider's compliance with the requirements of this Agreement. Any such audits shall be coordinated with Service Provider so as to minimize disruption to Service Provider's operations.