

**EHSS AGREEMENT - GENERAL TERMS AND CONDITIONS
BETWEEN CLIENT AND SAFETY CENTER OF THE PHILIPPINES, INC.**

1. THE EHSS AGREEMENT

The EHSS Agreement between CLIENT and Safety Center of the Philippines, Inc. (SCPI) incorporates the following documents by reference: (a) EHSS Proposal that describes the EHSS that CLIENT is subscribing to; (b) the General Terms and Conditions (www.ehss.net/terms_of_use) applicable to the EHSS and all Services; and (c) the Acceptable Use Policy (www.ehss.net/acceptableuse). The use of the term “EHSS Agreement” or the “Agreement” in any of these documents refers collectively to all of them. The Agreement is effective as of the Service Commencement Date, which is also the date that both authorized officers of CLIENT and SCPI sign the Proposal.

2. DEFINITION OF TERMS

Some words used in the Agreement have particular meanings:

“Acceptable Use Policy” or “AUP” means the SCPI Acceptable Use Policy.

“Attack” means any action derived from intelligent threats to violate the security of the system.

“Business Day” or “Business Hours” means 8:30 a.m. – 5:30 p.m. Monday through Friday, Philippine time, excluding holidays in the Philippines.

“Confidential Information” means all information disclosed by one of the parties to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (a) for CLIENT, all information transmitted to or from, or stored on, CLIENT’s Hosted System, (b) for SCPI, unpublished prices and other terms of service, audit and security reports, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of the parties, without reference to the other’s Confidential Information, or that becomes available to one party other than through violation of the Agreement or applicable law, shall not be “Confidential Information” of the other party. “Confidential Information” also includes:

- a. A fact, a set of data, information, opinion, trade secret, idea, knowledge, process, methodology, know-how, formulation, technique, and any material used in or related to the Software and Services that may be communicated or provided by one party to the other;
- b. Copies or reproductions of the Confidential Information, whether such copies are printed/tangible, or otherwise saved, stored/reproduced in any electronic, digital or computer-assisted medium, including optical disks, hard drives, memory sticks, usb drives, portable drives, virtual or cloud storage;
- c. All non-public information in whatever form, be it verbal, written or in electronic format, concerning the Software or the Services;
- d. All information identified as confidential by SCPI or by CLIENT at the time of its disclosure.

“Hosted System” means a combination of software and networking elements that comprise an information technology system.

“Lock-in Period” means a minimum of twelve (12) months from Service Commencement Date within which any cancelation or termination of this Agreement is prohibited.

3. OBLIGATIONS OF SAFETY CENTER OF THE PHILIPPINES, INC. (SCPI)

3.1 SCPI shall provide the EHSS in accordance with the EHSS Proposal, and other specifications in this Agreement. SCPI shall perform the services in such manner and methods as it may deem necessary to achieve the objectives required by CLIENT.

3.2 SCPI shall perform all Services in accordance with applicable laws and shall maintain minimum appropriate security measures in the implementation of this Agreement including but not limited to the following:
(a) Dedicated Server Firewall that provides protection exclusively to the server and ultimately, a greater level of security;

(b)Outgoing and Incoming Data Encryption using Secure Sockets Layer (SSL) that establishes a secure session link between the CLIENT's web browser and web application's site so that all communications transmitted through this link are encrypted and are, therefore, secure;

(c)Anti-virus & Malware Scanning that provides proactive sustained protection against viruses, worms, Trojans, spyware and other malware in one solution.

4. OBLIGATIONS OF CLIENT

- 4.1 CLIENT shall use reasonable security precautions in connection with its use of the EHSS.
- 4.2 CLIENT shall comply with the laws applicable to the use of the EHSS and Services, and in accordance with these General Terms and Conditions, and the Acceptable Use Policy.
- 4.3 CLIENT shall cooperate with SCPI's reasonable investigation of service outages, security problems, and any suspected breach of the Agreement.
- 4.4 CLIENT shall be responsible for keeping its account permissions, billings and other account information up-to-date.
- 4.5 CLIENT shall pay the fees for the EHSS when due, as stated in the EHSS Agreement or any other agreement between the two parties.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 CLIENT acknowledges that there are risks inherent in Internet connectivity that could result in the loss of CLIENT's privacy, Confidential Information and property. As such, SCPI shall not be held liable or responsible for any damage or injury caused to CLIENT resulting from internet virus, hackers attack, errors, interruption of internet service, or internet interruptions, or from those arising from CLIENT's internet provider or internal network or work station.
- 5.2 Except as expressly provided in this Agreement, SCPI makes no warranties or representations of any kind, nature or description, express or implied, covering the EHSS or any other materials delivered in connection with this Agreement including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. CLIENT shall be solely responsible for the suitability of the services chosen. Any services that SCPI is not contractually obligated to provide but that it may perform for CLIENT at its request and without any additional charge shall be provided on an "AS IS" basis, meaning, there will be no customization. In such case, the system's basic function shall be activated and provided at no additional cost. Any request for customization of the EHSS shall be subject to a separate agreement.
- 5.3 SCPI shall retain the data backup only for the period set forth in Section 16 hereunder.
- 5.4 SCPI shall provide support only to CLIENT's administrative or technical contacts listed on its account. Unless specifically agreed to in writing, SCPI shall not provide support directly to CLIENT end users.

6. UNAUTHORIZED ACCESS TO CLIENT'S DATA OR USE OF THE SERVICES

- 6.1 SCPI shall not be responsible to CLIENT or any third party for unauthorized access to the latter's data or the unauthorized use of the Services unless the unauthorized access or use results from SCPI's willful failure to meet its security obligations stated in Section 3 (Obligations of SCPI) of these General Terms and Conditions or the signed EHSS Proposal.
- 6.2 CLIENT shall be responsible for the use of the Services by any of its employees, any person that CLIENT authorizes to use the EHSS, any person to whom CLIENT has given access to the EHSS, and/or any person who gains access to its data or the Services as a result of its failure to use reasonable security precautions, even if such use was not authorized by CLIENT.

7. SUSPENSION OF SERVICES

SCPI, at its discretion, shall suspend the EHSS and all Services without liability on its part if: (a) SCPI reasonably believes that the EHSS and Services are being used in violation of the Agreement; (b) CLIENT does not cooperate with SCPI's reasonable investigation of any suspected violation of the Agreement; (c) there is an attack on the Hosted System or the Hosted System is accessed or manipulated by a third party without CLIENT's or SCPI's consent; (d) SCPI is required by law, or a regulatory or government body to suspend the EHSS and Services; or (e) there is another event for which SCPI reasonably believes that the suspension of the EHSS and Services is necessary to protect the SCPI network. SCPI will give CLIENT advance notice of a suspension under this paragraph immediately or at such time determined by SCPI, in its reasonable commercial judgment, necessary to protect SCPI from imminent and significant operational, legal, or security risk.

8. TERMINATION FOR BREACH

- 8.1 CLIENT may terminate the Agreement for breach if: (a) SCPI materially fails to provide the EHSS as agreed and does not remedy a failure within thirty (30) days of CLIENT's written notice describing the failure; or (b)

SCPI materially fails to meet any other obligation stated in the Agreement and does not remedy that failure within thirty (30) days of CLIENT's written notice describing the failure. Termination under Section 8.1 hereunder shall entitle CLIENT to the return of raw data provided to SCPI, in excel or SQL format, within thirty (30) days from the date of termination.

- 8.2 SCPI may terminate the Agreement for breach if: (a) SCPI discovers that the information that CLIENT provided for the purpose of establishing the EHSS is materially inaccurate or incomplete; (b) the individual signing the Agreement does not have the legal right or authority to enter into the Agreement on behalf of CLIENT; (c) CLIENT's payment of any invoiced amount is overdue and CLIENT does not pay the overdue amount within thirty (30) days of SCPI's written notice; or (d) CLIENT fails to comply with any other provision of the Agreement and does not remedy the failure within thirty (30) days of SCPI's notice to CLIENT describing the failure.
- 8.3 SCPI may also terminate the Agreement for breach if CLIENT violates any provision of the AUP more than once even if CLIENT cures each violation.
- 8.4 Either party may terminate the Agreement if the other party becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced action against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the Philippines or any similar laws.
- 8.5 Should there be a substantial change, whether in a single or a series of transactions, in the ownership structure of CLIENT resulting in a change of ownership over at least 51% of the total issued and outstanding shares of its stock, as compared to the ownership structure at the time of the execution of this Agreement, then SCPI shall have the right to immediately terminate this Agreement without need of judicial declaration.

9. CONFIDENTIAL INFORMATION

- 9.1 Each party agrees not to use the other's Confidential Information except in connection with the performance or use of the EHSS, as applicable, in the exercise of the parties' respective legal rights under the Agreement, or as may be required by law. Each party agrees not to disclose the other's Confidential Information to any third person except as follows:
 - a. to each of their respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures substantially in conformity with the General Terms and Conditions of this Agreement;
 - b. to a law enforcement or government agency if requested, or if either party reasonably believes that the other's conduct may violate applicable criminal law;
 - c. as required by law; or
 - d. in response to a subpoena or other compulsory legal process, provided that each party agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.
- 9.2 CLIENT and its respective Users shall be responsible for maintaining the confidentiality of its account details, username, password and/or email address to access or use the EHSS (hereinafter collectively referred to as the "Account Information") and, accordingly, shall be fully responsible for all activities that occur under the CLIENT account regardless of the actual person using the account. CLIENT shall immediately notify SCPI in writing of any unauthorized use of its account, or any of its Account Information, or any other breach of security. SCPI shall not be liable for any loss or damage arising from the failure of CLIENT to provide SCPI with accurate information or to keep the CLIENT Account Information secure, or any loss or damage in connection with the unauthorized access to and utilization of the EHSS.
- 9.3 This Section shall remain in perpetuity following the termination of this Agreement. The Parties agree that the duty of confidentiality established in this Agreement will survive any expiration and/or termination of this Agreement, for any reason whatsoever.

10. LIMITATION ON DAMAGES

- 10.1 SCPI shall not be liable to CLIENT for failing to provide the EHSS unless such failure results from a breach of its obligations under Section 3 herein, or results from SCPI's gross negligence, willful misconduct, or intentional breach of the Agreement, provided that, SCPI shall be liable only up to twenty-five per cent (25%) of the subscription fee paid and received by CLIENT.
- 10.2 Neither SCPI nor CLIENT (nor any of either party's employees, agents, affiliates or suppliers) shall be liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either party be liable to the other for any punitive damages.
- 10.3 SCPI shall not be liable to CLIENT for lost data unless SCPI fails to provide the backup services as agreed upon in Section 16 herein. For backup services, CLIENT releases SCPI from liability for loss of data in cases

where such data have changed from the time that SCPI was last required by the Agreement to perform a backup.

11. INDEMNIFICATION

SCPI shall not be responsible for any and all damages arising out of or in connection with the misconduct or negligence of CLIENT. As such, CLIENT shall indemnify and hold harmless SCPI, its shareholders, directors, officers, employees and agents from any and all claims, injuries, liabilities and other damages arising out of the foregoing misconduct or negligence and any other failure of CLIENT to fulfil its obligations under this Agreement.

12. PUBLICITY

CLIENT agrees that SCPI may publicly disclose that SCPI is providing the EHSS to CLIENT and may use CLIENT's name and logo to identify it as SCPI's client in promotional materials, including press releases, provided that SCPI shall not use CLIENT's name or logo in a manner suggestive of an endorsement by or affiliation with CLIENT, unless approved by CLIENT.

13. SOFTWARE

13.1 The Parties agree that the subscription to the EHSS is limited and non-exclusive in nature. Therefore, SCPI shall have the right to grant identical or modified licenses to third parties without the need to obtain the consent of CLIENT and reserves the right to modify, update, upgrade and otherwise change the EHSS, and any portion or aspect thereof, from time to time.

For its part, CLIENT shall not (a) in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code, modify, disassemble, decompile, or create derivative works based on the Software nor reproduce any documentation related thereto; and (b) sell, grant any interest in or transfer reproductions of the Software, or any part thereof, to subsidiaries, affiliates, related parties or third parties, or rent, lease, or otherwise allow the use of the EHSS by subsidiaries, affiliates, related parties or third parties. CLIENT acknowledges that any violation of its obligations under this Section will cause grave and irreparable injury to SCPI and that SCPI shall have the right to resort to the appropriate injunctive or other equitable immediate relief in addition to monetary compensation of at least One Million Pesos (PhP 1,000,000.00) against them.

13.2 CLIENT agrees to use the EHSS strictly in accordance with the terms and conditions of this Agreement, and any unauthorized use of the Software is and shall be deemed a violation of the SCPI's rights and a violation of this Agreement.

13.3 CLIENT further agrees to comply with any requirement of SCPI regarding the use of the EHSS which the latter from time to time may determine to be necessary, provided that such requirement is duly communicated to CLIENT.

14. DEPLOYMENT

SCPI shall deploy the EHSS described in the EHSS Proposal by the date agreed upon, provided that CLIENT shall promptly provide all information that SCPI may reasonably request to complete deployment, and provided further that, for deployment outside Metro Manila, reasonable transportation and deployment costs shall be covered by CLIENT.

Deployment activities shall consist of the following:

- a. Release – SCPI shall collect necessary client information for Account activation.
- b. Account Activation – SCPI shall create custom domain/URL per client and provide initial administrator.
- c. Log-in access.
- d. Software/Application hands-on training for all system users – as stated in the Proposal.
- e. User acceptance test.
- f. Quarterly online updates / patches.

15. TERM

15.1 Unless otherwise terminated as provided herein, this Agreement shall remain in force from the Service Commencement Date and for the number of years agreed upon, provided that this Agreement shall not be terminated during the lock-in period.

15.2 Upon expiration of the initial year, SCPI may offer to CLIENT the option of renewing the Agreement for one or more additional years.

16. DATA BACKUP AND RESTORE

- 16.1 SCPI shall provide a weekly full backup and a daily differential backup with a two (2) week-data retention. Unless a longer period of time is required depending on the size of CLIENT's data, data recovery shall be completed within 24 hours.
- 16.2 Upon termination of the subscription and should CLIENT so request, SCPI may provide services of backing up CLIENT's historical data at CLIENT's cost.

17. FEES AND TAXES ON SERVICES

17.1 FEES

The Fees are exclusive of value added tax (VAT) and the applicable withholding tax, which shall be for the account of CLIENT.

17.1.1 For the first-year lock-in period, CLIENT shall pay in advance the Annual Subscription Fee upon signing of the Agreement, without need of demand.

17.1.2 The Invoice for the Fees due upon the execution of this Agreement shall be paid by CLIENT on the date of its signing; such Invoice shall cover the initial year of the subscription. Another Invoice shall be issued to CLIENT thirty (30) days before the start of the second year of the subscription, and the amount therein shall be due for payment fifteen (15) days from Invoice date.

17.1.3 Upon renewal of the Agreement, SCPI may change the fees chargeable to CLIENT, and with advance written notice.

17.1.4 Any other fees due to SCPI shall be billed through the issuance of the corresponding Invoice and shall be paid by CLIENT within fifteen (15) days from receipt of such Invoice.

17.1.5 If any amount due under this Agreement remains unpaid on due date, CLIENT shall be liable to pay interest on the unpaid amounts, at the rate of 24% per annum until such amount is fully paid.

17.1.6 Failure of CLIENT to pay any of the fees or such other amount due under this Agreement subject to the period set forth in Section 8.2 (c), or violation by CLIENT of any of the provisions of this Agreement shall give SCPI the right to immediately suspend the implementation of this Agreement, without need of notice or judicial declaration and without any liability whatsoever, including the suspension of the access and utilization of the EHSS, until all such fees, including interests and damages as may be authorized under this Agreement and law are fully paid, and such violations have been cured by CLIENT.

17.2 TAXES

If SCPI is required by law to collect taxes on the provision of the EHSS, CLIENT shall pay SCPI the amount of the tax that is due, or provide SCPI with satisfactory evidence of its exemption from the tax.

18. RECOMMENDATIONS

SCPI personnel may from time to time recommend third party software or other products and services for CLIENT's consideration. SCPI MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM SCPI. CLIENT's use of any such products and services is governed by the terms of its agreement with the provider of those products and services.

19. USERS OF THE SERVICES

CLIENT may permit its subsidiaries and affiliated companies to use the EHSS if it so wishes; provided that, CLIENT shall be responsible for the acts or omissions of the permitted users. SCPI shall provide support only to CLIENT, not to its customers, subsidiaries or affiliates. There shall be no third-party beneficiaries to the Agreement, such that CLIENT customers, subsidiaries, affiliates and other third parties shall not have any rights against either SCPI or CLIENT under this Agreement.

20. NOTICES

Any communication in connection with this Agreement shall be in writing and, unless otherwise stated, may be given in person, by courier, fax, or any electronic communication and delivered to each Party at their respective addresses.

Any Party may change its contact information set out above by delivering written notice thereof to the other Party in accordance with this Section 20.

Communications shall be deemed given (a) if sent by personal delivery, registered mail or courier service, at the time of delivery; and (b) if sent by electronic mail, upon receipt by the sender of an electronic confirmation of delivery from the recipient's electronic mail server. For purposes of clause (b) of the immediately preceding sentence, each Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to continue for more than two business days). Until that Party has notified the other that the failure has been remedied, all notices between the Parties shall be sent by fax, courier or letter as provided hereunder.

21. OWNERSHIP OF INTELLECTUAL PROPERTY

- 21.1 Both parties retain all rights, title and interest in and to their respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by SCPI during the performance of the EHSS and Services shall belong to SCPI unless the latter has agreed with CLIENT in advance and in writing that CLIENT shall have an interest in the intellectual property.
- 21.2 CLIENT acknowledges and recognizes that SCPI owns or otherwise has the full, exclusive right to the intellectual property rights of the EHSS and the corresponding Services, including computer codes, processes, data, methods of operation, moral rights related thereto or derived therefrom. CLIENT agrees that during the Term and after the termination of the Agreement, it shall not directly or indirectly dispute, contest, counsel or aid in disputing or contesting the validity, enforceability or ownership of the Software.
- 21.3 CLIENT shall not acquire any right, title or interest in and to the EHSS, nor in the goodwill associated therewith. CLIENT hereby grants SCPI the right to use the information received from it to improve or modify the EHSS.

22. OWNERSHIP OF OTHER PROPERTY

CLIENT shall not acquire any ownership, interest in or right to possess the Hosted System, and CLIENT shall have no right of physical access to the Hosted System. SCPI shall not acquire any ownership, interest in or right to the information that CLIENT transmits to or from or store on its SCPI servers or other devices or media.

23. INTELLECTUAL PROPERTY INFRINGEMENT

CLIENT shall notify SCPI promptly about any suspected infringement of any of the intellectual property rights and related information or any suspected passing off or threat or challenge to the validity of SCPI's rights in the same. CLIENT shall take, join or assist in such necessary action as may be reasonably requested by SCPI to protect its rights over intellectual property rights and related information.

If SCPI or any of its customers is faced with a credible claim that the EHSS and Services infringe on the intellectual property rights of a third party, and SCPI is not reasonably able to obtain the right to use the infringing element or modify the EHSS and Services such that they do not infringe, then SCPI may terminate the EHSS and all Services upon reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for the EHSS not used by CLIENT as of the time of termination.

24. NON-COMPETITION

CLIENT, its parent company, its subsidiaries, and affiliates, as well as its respective shareholders, officers, employees, and agents, during the term of this Agreement and for two (2) years thereafter, except as otherwise approved in writing by SCPI, shall NOT, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person:

- a. Divert or attempt to divert any business, client, or customer of SCPI to any competitor, by direct or indirect inducement or other means, or do or perform, directly or indirectly, any other act injurious or prejudicial to the business of SCPI.
- b. Employ or seek to employ any person employed, or previously employed, by SCPI, within two (2) years from the date of termination of the employment of said person from SCPI. In any case, an employment clearance will have to be obtained from SCPI prior to such employment by CLIENT.
- c. Acquire or develop, directly or indirectly, any interest, whether financial, technical, operational or otherwise, in any enterprise which, by its nature, would be similar or identical to, or be in direct or indirect competition with, conflicting with or derogatory to the business, interests or operations of SCPI and shall likewise not, directly or indirectly, engage in any employment, activity, profession or vocation as an employee, agent, contractor, consultant, programmer, or in any other capacity whatsoever, whether gratuitously or otherwise, which would conflict with the business of SCPI or be in competition with SCPI, either in their own behalf or in behalf of any person, firm or company.

- d. Develop, write, program or create, any software, application, computer program or other electronic or digital system similar or identical to the EHSS Software, for CLIENT's own use or distribution to third parties or the public, whether for profit or otherwise.

25. ASSIGNMENT/SUBCONTRACTORS

- 25.1 Neither party may assign the Agreement without the prior written consent of the other party.
- 25.2 SCPI may use third party service providers to perform all or any part of the Services, but SCPI remains responsible to CLIENT under this Agreement for Services performed by its third-party service providers to the same extent as if SCPI performs the Services itself.

26. FORCE MAJEURE

Neither party will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond either party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

27. NON-WAIVER

Except as otherwise provided in this Agreement, no failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any breach of any term, covenant, agreement, representation or warrant contained in this Agreement, in any or more instances, shall be deemed to be or construed as a waiver of any other condition or of the breach of any other term, covenant, agreement, representation and warranty contained in this Agreement. No waiver of any term, provision or condition in this Agreement shall be deemed to be or construed as further or continuous waiver of such term, provision or condition.

28. GOVERNING LAW, LAWSUITS

The Agreement is governed by the laws of the Philippines. All suits which may arise under this Agreement and other matters directly related thereto shall be filed exclusively in the competent courts of Parañaque City to the exclusion of other courts elsewhere situated. Client agrees that it shall not bring or participate in any class action lawsuit against SCPI or any of its employees or affiliates.

29. SOME AGREEMENT MECHANICS

- 29.1 Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Acceptable Use Policy, and any addenda referenced in any of them, may be amended only by a formal written agreement signed by both parties. The EHSS Agreement may be amended to modify, add, or remove certain Services, by a formal written agreement signed by both parties, or by an exchange of correspondence that includes the express consent of an authorized individual for each party.
- 29.2 If CLENT has made any change to the Agreement that it did not bring to SCPI's attention in a way that is reasonably calculated to put SCPI on notice of the change, the change shall not become part of the Agreement and shall have no effect whatsoever.
- 29.3 The Agreement may be signed in multiple counterparts, which taken together will be considered as one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.