

## RETAILER ACCESS TERMS AND CONDITIONS

Retailer and Company agree that the following are additional terms and conditions to those under the Retailer Access Form ("RAF"), and shall form part thereof:

### 1. Definition of Terms. The below capitalized terms shall have the following definitions:

- 1.1 "Applicable Laws" refers to all laws and regulations in the Philippines that are applicable to the Agreement;
- 1.2 "Application" means requests to avail a financial product and/or service offered by the Company;
- 1.3 "Affiliate" means an entity, individual, firm or corporation that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the entity, whether through ownership of voting shares or otherwise.
- 1.4 "Authorized Personnel" refers to agents, employees, and/or other persons that the Retailer authorized to act on its behalf according to the powers provided by the Retailer;
- 1.5 "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding holidays declared by government authority.
- 1.6 "Communications" means all notices, requests or other communications under the Agreement;
- 1.7 "Confidential Information" refers to all the non-public documents and information disclosed by one Party to the other Party or may come to the knowledge of the Parties by reason of the Agreement;
- 1.8 "Contact Person with Officer Powers" means Retailer's authorized person other than the Authorized Signatory, to whom certain powers on the Platform shall be delegated to by the Retailer.
- 1.9 "Goods/Services" refers to the items available for sale and/or services offered by the Retailer to the general public;
- 1.10 "Client" refers to any person who attempts to purchase or who successfully purchases the Goods/Services from the Retailer's physical store (the "Physical Store") or from the Retailer's online store (the "Online Store") by applying for a financial product and/or service offered by the Company;
- 1.10 "Intellectual Property Rights" refers to any and all forms of intellectual property on a worldwide basis regardless if the same are registered or unregistered such as, but not limited to, the following: trademarks, service marks, logos, trade names, patents, etc.;
- 1.11 "Financing" refers to the contract that provides Client with loan or access to money for the purchase of the Goods/Services from the Retailer;
- 1.12 "Financed Amount" refers to the whole or a fraction of the price of the Goods/Services which shall be paid by the Client using the Financing;
- 1.13 "OTP" refers to the One-Time Password sent to the registered mobile number and/or email and/or voicemail;
- 1.14 "Online Store" refers to the Retailer's e-commerce website or application where Clients can see a catalog of products and/or services and electronically purchase them;
- 1.15 "Physical Store" refers to the Retailer's store which has a physical presence and location;
- 1.16 "Platform" refers to the infrastructure of the Company allowing the Retailer to provide the Clients with the option to purchase Goods/Services from the Retailer through the Financing offered by Company;
- 1.17 "Materials" refers to the information and marketing materials provided by Company to the Retailer which the Retailer may use in the Retailer's Stores;
- 1.18 "Retailer's Authorized Signatory" shall refer to the signatory in the RAF, who has been granted the legal authority to sign on behalf of the Retailer.
- 1.19 "Retailer's Stores" refers collectively to the Retailer's Physical Stores and/or Online Stores;

### 2. The Retailer

- 2.1 The Retailer may use and place Materials in the Retailer's Stores;
- 2.2 The Parties may use the other Party's trademark and/or logo in a respectable & commonly acceptable manner only for the purposes of marketing the Agreement with past, existing, and future clients. Either Party may demand the other Party to follow certain restrictions, dimensions and/or specifications in the use of such trademark and/or logo. The Parties represent and confirm that the use of their trademark and/or logo does not violate the rights of third parties. In case of any claims by third parties relating to trademarks and/or logos, the Party who provided the trademark and/or logo shall be solely responsible to address such concerns at their own cost;
- 2.3 The Retailer shall timely reflect in the Platform all updates in its corporate information relevant for the purposes of the Agreement such as, but not limited to, Retailer's representatives, stores, etc. Further, the Retailer shall supply

the necessary supporting documents that may be required by the Company according to its internal policies and procedures;

- 2.4 The Retailer shall be notified via their official and registered email, mobile number and/or via the Platform of any changes and amendments to the Platform settings, terms and conditions, activated or offered products and options by Company prior to their implementation. The continued use of the Platform and/or Company's products and/or services shall signify Retailer's concurrence absent receipt of any objection to such changes;
- 2.5 The RA Terms, accessible via [salmon.ph](http://salmon.ph), may be amended from time to time and shall continue to be binding upon the parties. The Retailer understands that continued use of the Platform signifies that it has read, understood, and is bound by the version of the RA Terms accessible via the aforementioned website.
- 2.6 The Retailer shall solely be responsible for the complaints on any misrepresentation, defects and/or warranties related to the Goods/Services availed by the Client;
- 2.7 If the Client avails of Applications through the Retailer's Authorized Personnel then, prior to submitting the Applications via the Platform, the Retailer's Authorized Personnel shall check if there are visible or obvious signs of fraud in the Client identification documents and information and notify the Company of such observation using the means provided by Company;
- 2.8 If the Client avails of Applications through the Retailer's Authorized Personnel then, prior to Financing activation, the Retailer's Authorized Personnel should confirm in Platform that the Client paid the applicable down payment in full.

### **3. Company Responsibilities**

- 3.1 Remittance of the Financed Amounts for all activated Financings shall be made to the bank account nominated by the Retailer (the "Nominated Bank Account").
- 3.2 Company undertakes to remit the Financed Amounts to the Retailer on the Banking Day following the date of the Financing activation.
- 3.3 The Financed Amount shall be considered sent from the moment Company remits the Financed Amount from Company's bank account to the Retailer's Nominated Bank Account as proven by the confirmation from Company's bank account;
- 3.4 In case of a partial or full return by the Client of the Goods/Services purchased using the Financing, the Retailer shall immediately notify Company of such return via the Platform or by email to [refund@salmon.ph](mailto:refund@salmon.ph) (the "Refund Request"). The Retailer shall remit the related Financed Amount to Company within five (5) banking days after the date of such return of the Goods/Services;
- 3.5 Any and all disbursement, settlement and remittance of Financed Amounts shall be net of any amounts due and/or payable by the Retailer under the Agreement including any amounts that Company is required to retain under any Applicable Law;
- 3.6 If any Party fails to settle the payments due to the other Party according to the timelines agreed in the Agreement, the Party in delay may be liable to pay interest according to the legal rate of interest applicable in the Philippines.
- 3.7 The Retailer shall notify Company of any inconsistencies or disputes related to any Client transaction within thirty (30) days after the last day of the applicable calendar month in which the disputed Client transaction was effected.

### **4. Term and Termination**

- 4.1 The Agreement shall remain valid until terminated by either of the Parties;
- 4.2 Either Party may terminate the Agreement at any time without cause by providing thirty (30) calendar days written notice to the other Party.
- 4.3 Any and all obligations related to remittance/return of Financed Amounts following the return of Goods/Services in force during the term of the respective Financing shall survive the termination of the Agreement.

### **5. Participating Channels/ Additional Terms on Grant of Access**

- 5.1 The Company will grant access to the Platform to the Retailer's representatives, with the following roles and permissions:
  - a. Authorized Signatory: to sign this Agreement, amend the Retailer's payment details, assign existing payment details to the Retailer's Stores, add/delete Retailer's Stores, add/delete Officers, add/delete Managers, send Applications and other documents, activate Financing, activate/deactivate options/Company's products (including paid ones, if applicable), get historical data and analytical reports.
  - b. Manager: to send Applications and activate Financings.
  - c. Contact Person with Officer powers: to assign existing payment details to stores, add/delete Retailer's stores, add Officers, add/delete Managers, activate/deactivate options/Company's products (including paid ones, if applicable), send Applications and other documents, activate Financings, get historical data and analytical reports.

- d. Store Manager: add/delete Managers to the store, get historical data and analytical reports of the store, to send Refund Request, to send Applications and activate Financings (Store manager role) unless the Parties agree otherwise.
- 5.2 The Company may also add Retailer's Stores and Retailer's representatives with Manager's powers upon requests made by the Retailer's representatives with Authorized signatories and/or Officers powers made via email or telephone (with subsequent notification of such changes via the Platform and by emails sent to addresses registered on the Platform).
- 5.3 All communications between the Parties pertaining to the Agreement shall be made via the official and registered contact details and the Platform, and shall be deemed received and confirmed if not contested (or deactivated – in case of additional options and products offered by Company) via the Platform.
- 5.4 The Parties agree that the Clients may avail of any of the following options for submission of their Applications subject to their availability (the options available at certain Retailer should be agreed by the Parties in the Platform):
  - a. Through and with the help of the Retailer's Authorized Personnel;
  - b. Through the Company's authorized representatives;
  - c. By himself through applicable channels;
  - d. Through API integrations with the Retailer.
- 5.5 All notices, requests or other communications under the Agreement (collectively, the "Communications") shall be deemed to have been duly given if made via the Platform. The Parties may notify each other of the fact of any such Communications by email at the email address registered on the Platform.
- 5.6 The Parties agree that provision of a valid OTP sent to the registered email and/or mobile number shall be a valid and binding electronic signature.

## **6. Confidentiality**

- 6.1 Each Party agrees that it will hold in strict confidence and not disclose to any third party, during the term of the Agreement and within one (1) year after such termination, the Confidential Information of the other Party, except as approved in writing by the other Party to the Agreement.
- 6.2 Each Party will use the Confidential Information solely for the purpose of evaluation, assessment or implementation of the Agreement. Each Party shall only permit access to Confidential Information of the other Party to itself or its affiliates, and their respective directors, officers, employees, agents, consultants, potential investors/financing sources, representatives and advisors (including legal and other technical advisors) having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained in the Agreement. In the event that a Party is required by law or any regulatory authority to disclose any Confidential Information or receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, the Party shall be entitled to comply with such subpoena or other process to the extent required by Applicable Laws. However, the Party shall immediately notify the other Party of such receipt to allow the other Party an opportunity to prevent disclosure of the Confidential Information at other Party's own expense.
- 6.3 Each Party's obligations under the Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the "Recipient") can document that: (i) it was previously known to the Recipient other than through a breach of the Agreement, (ii) it was independently developed by the Recipient, (iii) acquired by the Recipient from a third party, which the Recipient knows or ought to know, is not under any obligation to the disclosing Party not to disclose such information, or (iv) which is or becomes publicly available through no breach by the Recipient of the Agreement.

## **7. Transferability**

- 7.1 The Company may extend its rights, benefits and protections under the Agreement to any of its Affiliates, and may perform its obligations hereunder either directly or indirectly through any of its Affiliates without need of approval by, or notification to, the Retailer. All applicable terms and provisions under the Agreement, except this right to extend, shall apply to any such Affiliate to the same extent as such terms and provisions apply to the Company. The Affiliates referred to herein shall include, but are not limited to, FHL Financing Company Inc. and FHL Services Inc. This list may be modified accordingly from the moment an entity acquires the status of an Affiliate of the Company. For purposes of this clause, all references to the "Company" in the Agreement shall be deemed to include its Affiliates.
- 7.2 The invalidity, illegality, or unenforceability of any of the provisions, terms or conditions of the Agreement shall not affect the validity, legality, or enforceability of the remaining provisions, terms, or conditions hereof.
- 7.3 Each Party are independent, separate, and distinct Personal Information Controllers as defined in the Philippines Data Privacy Act of 2012. Each Party represents, warrants, and undertakes that it will comply with the Philippines Data Privacy Act of 2012 and all other relevant issuances of the National Privacy Commission and other relevant regulators;

7.4 In force majeure situations the term for performance of respective obligations of the Parties hereunder shall be extended and such obligations shall become due five (5) business days upon termination of the relevant force majeure event.

## **8. Miscellaneous Provisions**

- 8.1 The Parties neither guarantee any minimum sale or business to the other Party nor undertake to provide any kind of particular service or facility.
- 8.2 Each Party shall be solely responsible for all of its own business and undertakes to bear all losses or profits arising out of its own business.
- 8.3 For the avoidance of doubt, the remittance of the Financed Amounts are upon the instructions of the Client through the Financing;
- 8.4 The Parties shall be liable for performance of the Agreement and any schedule, annex, or supplemental agreement attached hereto or subsequently executed by the Parties, in the manner set forth therein and in accordance with the Applicable Laws.
- 8.5 The waiver of any one default shall not waive subsequent defaults of the same or different kind.
- 8.6 Company does not guarantee the approval of any Applications and reserves the right to reject any Client's Application;
- 8.7 Company shall provide the Financed Amount based on the pricing parameters & rates provided in the Platform;
- 8.8 The Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same agreement. Execution of a digital copy, including via the Platform and/or electronic document signing tools, will have the same force and effect as execution of an original, and a digital/electronic signature will be deemed an original and valid signature.
- 8.9 Nothing in the Agreement shall be interpreted as passing any rights to either Party (i) under any patent, copyright or other Intellectual Property Rights of the other Party; and (ii) any rights in or to the other Party's Confidential Information other than solely for the purpose of executing the provisions of the Agreement and/or other contracts entered into & executed via the Platform.
- 8.10 The Agreement constitutes the entire contract among the Parties in relation to the subject matter herein discussed. All other agreements, both oral and written, existing between the Parties prior to the Agreement are expressly superseded by the Agreement.

## **9. Governing Laws and Exclusive Jurisdiction**

- 9.1 The laws of the Republic of the Philippines shall govern all matters arising out of or relating to the Agreement, including its validity, interpretation, construction, performance and enforcement and any disputes and controversies arising therefrom or related thereto;
- 9.2 In the event of any matter or dispute arising out of or in connection with the Agreement, the exclusive jurisdiction shall be at the courts of Taguig City, Metro Manila, Philippines.