

## INDEMNITY AGREEMENT

This Indemnity Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between DCX PH Inc. (“**Delegate**”), [Address: \_\_\_\_\_] and \_\_\_\_\_, [Address: \_\_\_\_\_] (“**Client**”). Delegate, and its past and present owners, members, directors, officers, employees, parents, subsidiaries, affiliates, servants, agents, representatives, attorneys, insurers, investors, successors, predecessors, and all other persons acting under, by, through, or in concert with any of them are collectively referred to herein as the “**Indemnified Parties**” and individually as “**Indemnified Party**.” Client and the Indemnified Parties are collectively referred to herein as the “**Parties**” and each individually as a “**Party**.”

### RECITALS

**WHEREAS**, Delegate is an outsourcing company engaged in the business of providing sales, administrative and other personnel for clients, some of whom are based in the United States;

**WHEREAS**, Delegate currently provides personnel to Client pursuant to that Services Agreement General Terms and Conditions, and Basic Terms Agreement (“**Basic Terms Agreement**”), each such employee of Delegate having their primary residence and domicile in the Philippines;

**WHEREAS**, Client desires for Delegate employees to travel to, and temporarily remain in the United States in the furtherance of Client’s business for various purposes including but not limited to attending training, tradeshow, team building events, or otherwise performing the work of Client;

**WHEREAS**, the Parties acknowledge and agree Client will direct the work of Delegate’s employee(s) and Delegate will not otherwise be present at Client’s worksite or facility while the employee is performing work for Client or have the ability to exert control over the manner and means of employee’s work for Client; and

**WHEREAS**, Client has agreed to indemnify Delegate and the Indemnified Parties as provided herein.

**NOW, THEREFORE**, in consideration of the promises, and covenants set forth in this Agreement, and other good and valuable consideration received pursuant hereto, the receipt and sufficiency of which are hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

### AGREEMENT

1. Indemnification.

1.1. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless the Indemnified Parties from and against all claims, losses, liabilities, judgments, damages, costs, expenses, demands, and suits (including but not limited to fees and expenses of attorneys, experts, consultants, arbitrators, mediators, administrative costs, court costs and fees, and all other costs of litigation, arbitration, and/or mediation arising out of or related to, or alleged to arise out of or be related to Delegate's employee's travel to and from the United States, and temporary stay in the United States at the request of Client for the purpose of furthering Client's business including but not limited to attending Client's training, tradeshows, team building events, or otherwise performing the work of Client under the Basic Terms Agreement (and any additional executed Basic Terms Agreement) (the "**Work**"), provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of real or tangible personal property, but only to the extent caused by the negligent acts or omissions of Client, its employees or contractors, or anyone directly or indirectly employed by them or for whose acts Client may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by any Indemnified Party. However, this obligation does not apply to require Client to indemnify the Indemnified Parties or any Indemnified Party where a final non-appealable judicial order or judgment determines that the loss, injury, or damage is the result of the sole negligence or willful misconduct of the Indemnified Parties or an Indemnified Party.

1.2. To the fullest extent permitted by law, Client's total liability to the Indemnified Parties or anyone claiming by, through, or under any Indemnified Party for any cost, loss, or damage caused in part by the negligence of the Client and in part by the negligence of an Indemnified Party or any other negligent entity or individual, shall not exceed the percentage share that the Client's negligence bears to the total negligence of all other negligent entities and individuals.

1.3. In any and all claims against the Indemnified Parties by an employee of Delegate performing the Work described herein, Client's indemnification obligations under this Agreement shall not be diminished or limited in any way by any limitation on the amount or type of costs, damages, including any consequential damages waiver or other limitations of liability, compensation, or benefits payable by or for the Client under any workers' compensation, disability benefit, or other employee benefit act.

1.4. Client's indemnification obligation shall: (i) survive termination of the Parties' Basic Terms Agreement; (ii) extend to claims made after termination of the Basic Terms Agreement, employee's completion of the Work described herein, or termination of employee by Delegate or Client after completion of Work; and (iii) not be limited in any manner by the Client's insurance coverage under the Basic Terms Agreement.

1.5. The employee(s) covered under this Agreement and details regarding the physical site to which they will report and expected dates of travel are contained in Exhibit A attached hereto.

2. Finding of Joint Employment. The Parties agree the indemnity obligations set forth herein shall apply regardless of a finding of joint employer status as to Delegate or the Indemnified Parties, on the one hand, and Client on the other by an administrative agency, judicial order or judgment.

3. Materiality. Client's indemnification obligations as set forth herein are a material inducement to Delegate to permit its employees to travel to and remain temporarily in the United States at Client's request and have been mutually negotiated by the parties.

4. Assignment; Survival. The terms and conditions of this Agreement will survive any expiration or termination of this Agreement pursuant to Section 1.4 above and will be binding upon Client and its successors and assigns.

5. Applicable Law. This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of the State of \_\_\_\_\_, without regard to its choice of law provisions.

6. Severability. If a court (or arbitrator) finds any part of this Agreement unenforceable, that part shall be modified, and the rest enforced. If a court (or arbitrator) finds any such part incapable of being modified, it shall be severed, and the rest enforced.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\_\_\_\_\_  
Client  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
DCX PH Inc.  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A – Details of Employee Assignment in the US

1. Name(s) and address(es) of employee(s) who will perform the Work described herein for Client:

2. Address of Worksite to which Employee will be assigned:

3. Expected dates of travel and stay in the US: