

## **Special Provisions Regarding Changes to the Pricing Plans for “Motivation Cloud Engagement” Services**

Link and Motivation Philippines Inc. (“**LMP**”) hereby sets forth in these Special Provisions Regarding Changes to the Pricing Plans for the “Motivation Cloud Engagement” Services (these “**Special Provisions**”) the terms and conditions for use for the customers (the “**Users**”) who have applied for the use of, or are using, the “Motivation Cloud Engagement” services provided by LMP (the “**Services**”) who opt for the “Standard Plan”, “Premium Plan” or “Enterprise Plan” (collectively, and including any Changes of Plan to any of these plans; the “**Upgrade Plan**”) from the “Schedule of Fees for Motivation Cloud Engagement Services” (the “**Schedule of Service Fees**”). The definitions of the terms used in these Special Provisions shall be subject to the Terms of Use for the “Motivation Cloud Engagement” Services (the “**Original Terms of Use**”), unless otherwise defined herein.

### **Article 1. Definitions**

1. “**Pricing Plan**” means pricing plans with regard to the use of the Services, specifically, the following four (4) plans: the Basic Plan, Standard Plan, Premium Plan, and Enterprise Plan.
2. “**Upgrade**” means making any of the following changes:
  - (i) Changes from the Basic Plan to the Standard Plan, Premium Plan or Enterprise Plan;
  - (ii) Changes from the Standard Plan to Premium Plan or Enterprise Plan; or
  - (iii) Changes from the Premium Plan to Enterprise Plan.
3. “**Downgrade**” means making any of the following changes:
  - (i) Changes from the Enterprise Plan, Premium Plan or Standard Plan to the Basic Plan;
  - (ii) Changes from the Enterprise Plan or Premium Plan to the Standard Plan; or
  - (iii) Changes from the Enterprise Plan to the Premium Plan.
4. “**Change of Plan**” or “**Change the Plan**” means conducting either an Upgrade or a Downgrade.

### **Article 2. Scope of Application**

These Special Provisions apply to the Users who entered into a User Agreement for the Services (the “**Agreement**”) based on the Original Terms of Use in any of the

following events. For the avoidance of doubt, in the event that any of the following events and these Special Provisions apply even once during the effective term of the Services, these Special Provisions remain effective for the remainder of such effective term, whether there is any Change of Plan thereafter or not:

- (i) Where the User selects an Upgrade Plan when applying for the Services;
- (ii) Where the User selects an Upgrade Plan upon Changing the Plan from the Basic Plan; or
- (iii) Where the User selects another Upgrade Plan upon Changing the Plan from an Upgrade Plan.

### **Article 3. Upgrade During Upgrade Plan**

1. The User understands and accepts in advance that no further Upgrade is permitted for a period of one (1) year after the start of use of the Upgrade Plan (such period is referred to as the "**Upgrade Plan Coverage Period**").
2. Notwithstanding the provisions of the preceding paragraph, if the User wishes to make a further Upgrade during the Upgrade Plan Coverage Period or, in the Enterprise Plan, change the number of support events held per year from what is set forth in the Schedule of Service Fees, the User may make such Upgrade or change of the number of support events held per year, effective from any month of his/her choice, only once within one (1) year after the start of the Upgrade Plan Coverage Period. In this case, the User shall submit to LMP a notification of such change in accordance with Article 6.
3. If the User makes the Upgrade of the Pricing Plan or changes the number of support events held per year in accordance with the preceding paragraph, neither the Basic Use Period nor the Upgrade Plan Coverage Period shall be extended pertaining to the Change of Plan.
4. If the User wishes to make an Upgrade at the end of the Upgrade Plan Coverage Period, the User may Change the Plan by submitting a notification of such change to LMP, in accordance with Article 6.
5. If the User does not make any Upgrade at the end of the Upgrade Plan Coverage Period, the plan that was last selected before the end of the Upgrade Plan Coverage Period shall continue to apply, and this Article 3 shall apply mutatis mutandis to any Upgrades during the Renewal Period (one (1)-year period).

### **Article 4. Upgrade During Basic Plan**

1. The User may, at any time during the Basic Plan, whether during the Basic Use

Period or Renewal Period, Upgrade the Pricing Plan. In such case, the User shall submit a notification of such change to LMP in accordance with Article 6.

2. When Upgrading the Pricing Plan under the preceding paragraph, the Upgrade Plan Coverage Period shall be one (1) year after the start of such Upgrade Plan Coverage Period.
3. When Upgrading the Pricing Plan in accordance with Article 4.1 and if the final date of the Upgrade Plan Coverage Period is on or after the final date of the Basic Use Period, the Basic Use Period shall be extended to the final date of the Upgrade Plan Coverage Period; if the final date of the Upgrade Plan Coverage Period is on or after the final date of the Basic Use Period, such Basic Use Period shall not be changed.
4. If the Pricing Plan is Upgraded in accordance with Article 4.1, Article 3 shall apply mutatis mutandis to the Pricing Plan after such Upgrade.

#### **Article 5. Downgrade During Upgrade Plan**

1. The User understands and accepts in advance that no further Downgrade is permitted for a period of one (1) year after the start of use of the Upgrade Plan.
2. Notwithstanding Articles 3.1, 3.2, and 5.1, a Downgrade is available even during the Upgrade Plan Coverage Period only if the User pays a lump-sum penalty to LMP in the amount of the usage fees for use of the Services up to the month in which the User wishes to Downgrade the Pricing Plan, of the Downgrade, on top of the amount equivalent to the usage fees for the remainder of the Upgrade Plan Coverage Period (specifically, the Upgrade Plan Coverage Period as determined prior to the Change of Plan in accordance with this Article 5.2). In this case, the User shall submit to LMP a notification of such change in accordance with Article 6.
3. If the Pricing Plan is Downgraded under the preceding paragraph, the Basic Use Period and the Upgrade Plan Coverage Period shall not be extended.
4. In the event that the Pricing Plan is Downgraded in accordance with the two (2) preceding paragraphs: (i) if the User selects the Basic Plan, the Original Terms of Use shall come into effect; or (ii) if the User selects an Upgrade Plan, these Special Provisions shall remain effective.
5. If the User wishes to Downgrade the Pricing Plan at the end of the Upgrade Plan Coverage Period, such Change of Plan shall become available by submitting a notification of such change to LMP in accordance with Article 6.
6. If there is no Downgrade at the end of the Upgrade Plan Coverage Period, the plan that was last selected before such time shall remain effective, and Articles 3 and 5

shall apply mutatis mutandis to any Upgrade or Downgrade during the Renewal Period (one (1)-year period).

**Article 6. Submission of Notification of Change**

1. To Change a Plan during the Upgrade Plan or Basic Plan, the User shall submit to LMP a notification of the change in the following manner:

(i) For an Upgrade:

The User shall submit the notification within ten (10) business days calculated from the last day of the immediately preceding month of the month in which the User wishes to Change the Plan;

(ii) For change of the number of support events held per year in the Enterprise Plan:

The User shall submit the notification within ten (10) business days calculated from the last day of the immediately preceding month of the month in which the User wishes to Change the Plan; or

(iii) For a Downgrade:

The User shall submit the notification no later than the last day of the second month preceding the month in which the User wishes to Change the Plan.

2. To Change a Plan at the end of the Upgrade Plan Coverage Period, the User must submit to LMP a notification of the change in the following manner:

(i) For an Upgrade:

The User shall submit the notification within ten (10) business days calculated from the last day of the final month of the Upgrade Plan Coverage Period;

(ii) For change of the number of support events held per year in the Enterprise Plan:

The User shall submit the notification within ten (10) business days calculated from the last day of the final month of the Upgrade Plan Coverage Period; or

(iii) For a Downgrade:

The User shall submit the notification no later than the last day of the month immediately preceding the final month of the Upgrade Plan Coverage Period.

**Article 7. Changes to these Special Provisions**

LMP is entitled to, as necessary, change the contents of these Special Provisions. Such changes shall be subject to Article 23 of the Original Terms of Use.

**Article 8.           Prevailing Provisions**

Any matters not specified herein shall be subject to the Original Terms of Use; provided, however, that, in the event of any conflict between these Special Provisions and the Original Terms of Use, these Special Provisions shall control and apply.

(Notes)

Enacted on December 20, 2024

Amended on December 24, 2025