

## Contract Agreement

Project : RENEWAL OF MANAGED SECURITY SERVICES  
Contract No. : 2021-CIMS(015)-PB036-C002

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THIS AGREEMENT made the 19<sup>th</sup> day of October 2021 by and between:

**CREDIT INFORMATION CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 6<sup>th</sup> Floor, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St., Legaspi Village, Makati City, Philippines, represented herein by its President, **ATTY. BEN JOSHUA A. BALTAZAR**, hereinafter called "the **Procuring Entity**";

- and -

**NEXUS TECHNOLOGIES, INC.**, represented by its Senior Account Manager - Sales, **MARIA BRIGITE B. VILLEGAS**, authorized through Secretary Certificate dated October 13, 2021 with office address at 8/F, 9F & 10/F Nexus Center 1010 Metropolitan Ave. and Kamagong St., Brgy. San Antonio, Makati City, Philippines, hereinafter called "the **Supplier**";

**-WITNESSETH That-**

**WHEREAS**, upon invitation of the Procuring Entity, the Supplier submitted a bid for the **Renewal of Managed Security Services** in the amount of **SEVEN MILLION, SEVEN HUNDRED FIFTY THOUSAND AND 00/100 (PhP7,750,000.00)**, Philippine Pesos, inclusive of all applicable government taxes and charges, hereinafter called "the **Contract Price**";

**WHEREAS**, the Procuring Entity accepted the bid of the Supplier through Resolution No. 2021-CIMS(015)-PB-036, which was approved by the Head of Procuring Entity on 6 October 2021.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and stipulations contained in this Agreement, the parties hereto have agreed, and do hereby agree and declare the following:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Bid Documents consisting of:
    - i. Invitation to Bid
    - ii. Instructions to Bidders
    - iii. Bid Data Sheet



- iv. General and Special Conditions of Contract
  - v. Schedule of Requirements and Technical Specifications; and
  - vi. Terms of Reference
- (b) the Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (c) Supplemental Bid Bulletins;
  - (d) the Performance Security; and
  - (e) the Notice of Award.

**PERIOD OF AGREEMENT**

- 3. This agreement shall be for a period of one (1) year, commencing from the date after the provisioning and deployment of Managed Security Service Technology or Thirty (30) Calendar days form the receipt of the Notice to Proceed, whichever is later.

**OBLIGATIONS OF THE SUPPLIER**

- 4. In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants to deliver said goods and services to the Procuring Entity for the period set forth:

Lot	Description	Delivered Weeks, Months
1	Managed Security Services	Thirty (30) calendar days from receipt of Notice to Proceed

- 5. The **Supplier** shall:
  - a. Provide one (1) year Managed Security Services to the Procuring Entity within the maintenance period, as indicated in the Technical Specifications.
  - b. Remedy defects therein in conformity with the provisions of this Agreement in all respects.
- 6. Payments shall be subject to the "Warranty" provisions in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special Bank Guarantee in the amount equal to at least one percent (1%) of the total Contract Price required in Section 62 of R.A. 9184 and its IRR.
- 7. The **Supplier** shall be liable for the damages for the delay in its performance of the Contract and shall pay the **Procuring Entity** liquidated damages, in an amount of at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it.

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*Handwritten signature*

*Handwritten initials/signature*

**OBLIGATIONS OF THE PROCURING ENTITY**

8. The **Procuring Entity** hereby covenants to pay the **Supplier**, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract, to wit:

*Payment shall be made on a quarterly basis subject to the submission of billing statement and other supporting documents by the Supplier, subject to the issuance of certificate of satisfactory service by the CIC.*

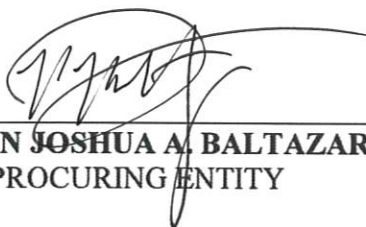
*The start of billing shall be based on the date of issuance of "Certificate of Acceptance."*


**AMENDMENT**

9. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Supplier.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


  
\_\_\_\_\_  
**ATTY. BEN JOSHUA A. BALTAZAR**  
PROCURING ENTITY

  
\_\_\_\_\_  
**MARIA BRIGITE B. VILLEGAS**  
SUPPLIER

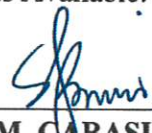
SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
**MARBIN M. FADRIQUELA**  
PROCURING ENTITY'S WITNESS

Digitally signed by Fadriquela  
Marbin Moraleda  
Date: 2021.10.14 14:10:28 +08'00'

  
\_\_\_\_\_  
**HANNAH GRACE D. GADIAZA**  
SUPPLIER'S WITNESS

Certified Funds Available:

  
\_\_\_\_\_  
**MA. SIENA M. CABASIS**  
Acting Chief Accountant

REPUBLIC OF THE PHILIPPINES) S.S.  
MAKATI CITY, METRO MANILA )

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Makati City, Metro Manila, Philippines, this  
**OCT 20 2021** day of \_\_\_\_\_, personally appeared the following:

Name	Competent Evidence of Identification	Date of Issue/ Expiry Date	Place of Issue
ATTY. BEN JOSHUA A. BALTAZAR	N02-19-045918	October 24, 2019/ October 18, 2022	
MARIA BRIGITE B. VILLEGAS	N26-19-027894	JANUARY 08, 2019/ JANUARY 08, 2024	

They are both known to be the same persons who signed the foregoing document and acknowledged to me that their signature/s proven their free acts and the identity/ies they represent.

WITNESS MY HAND AND SEAL on the date and place first above written.

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Page No. 39  
Book No. 379  
Series of 2021

**FELIPE T. MEDAN JR.**  
Notary Public for and in Makati City  
Until Dec. 31, 2022, Appt. No. M-09  
Roll No. 27625, TIN 126897308  
Rm. 412, 4<sup>th</sup> Flr. VSP Center, Ayala, Makati City  
2021 PTR No. 9792919, 15/7/2021  
IBP No. 119432, 06/17/2020  
MCLE Compliance No. VI-001206

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT is made and entered into this day of October 19, 2021 (the "Effective Date") by and between

**CREDIT INFORMATION CORPORATION ("CIC")** a government-owned and controlled corporation existing by virtue of Republic Act No. 9510 or the Credit Information System Act with principal address at 6th Floor Exchange Corner Building cor. Esteban and Bolanos Streets, Legaspi Village, Makati City, represented by its President, **Atty. BEN JOSHUA A. BALTAZAR**, herein referred to as the **DISCLOSING PARTY**;

-and-

**NEXUS TECHNOLOGIES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 8/F, 9F & 10/F Nexus Center 1010 Metropolitan Ave. and Kamagong St., Brgy. San Antonio, Makati City, and represented herein by its Senior Account Manager - Sales, **MARIA BRIGITE B. VILLEGAS**, herein referred to as the **RECEIVING PARTY**.

Furthermore, the DISCLOSING PARTY and RECEIVING PARTY may hereinafter be collectively referred to as PARTIES.


WHEREAS, in connection with the ensuing business relationship, the CIC anticipates the need to discuss with and disclose to the RECEIVING PARTY, certain information and materials of a non-public, confidential, or proprietary nature; and

WHEREAS, the PARTIES wish to set forth their mutual understanding of the restrictions on the use, dissemination, and disclosure of CIC's non-public, confidential, or proprietary information disclosed to the RECEIVING PARTY.

NOW, THEREFORE, in consideration of the premises or covenants contained herein, and as a condition to protect CIC from disclosure of its non-public, confidential or proprietary information, the PARTIES hereby agree as follows:

1. As used herein:

- a. Information" is defined as communication or data, in any form, including, but not limited to, oral, written, graphic, electronic, or electromagnetic form, that is disclosed, conveyed, or provided in connection with or relative to the project.





- b. Confidential Information" is defined as any of the following, which is communicated by CIC to the RECEIVING PARTY, directly or indirectly, to wit:

Any and all kinds of information, know-how, data, process, technique, program, design, drawing, formula, test, work in process, engineering, manufacturing, marketing, financial or personnel matter, whether in oral, written, graphic, magnetic, electronic, or other form of communication, that is learned by or disclosed to the RECEIVING PARTY in the course of discussions, studies, or other work undertaken between the PARTIES provided that the same is either conspicuously marked "confidential" or "proprietary", is known or reasonably should be known by the RECEIVING PARTY to be confidential or proprietary, or is of a confidential or proprietary nature, and that it is made in the course of discussions, studies, or other work undertaken between the PARTIES.

Notwithstanding the foregoing enumeration, in case of doubt as to whether particular information is confidential, the same shall be treated as confidential.

2. The RECEIVING PARTY agrees that (1) all Confidential Information shall be used solely for the purpose of considering and implementing the **RENEWAL OF MANAGED SECURITY SERVICES PROJECT** as requested by the DISCLOSING PARTY; (2) All Confidential Information shall remain at all times the property of the DISCLOSING PARTY; and (3) except as may be required by applicable law or legal process, the RECEIVING PARTY shall not distribute, disclose or disseminate such Confidential Information to anyone, except those employees of the RECEIVING PARTY who need to know such Confidential Information for the purpose for which it is disclosed, unless and until such time as:


- a. Such information is generally available to the public other than as a result of a breach of this Agreement; or
- b. Such information is already in the possession of the RECEIVING PARTY without restriction and prior to any disclosure hereunder; or
- c. Such information is or has been lawfully disclosed to the RECEIVING PARTY by a third party, not employed by or otherwise affiliated with the DISCLOSING PARTY, who is not known by the RECEIVING PARTY to be prohibited by contractual, legal, or judgment obligation from disclosing the same; or
- d. Such information is obliged by law or proper government authority to be disclosed, in which case, the RECEIVING PARTY shall notify the DISCLOSING PARTY in writing of the circumstances under which such disclosure will be made, including the nature of the disclosure and the entity to which it is to be made.

Notwithstanding the above, if the RECEIVING PARTY is obliged or required by any court or governmental, regulatory, or other body or person, to disclose Confidential information, it shall, if so required in writing and for valid and lawful reasons by the DISCLOSING PARTY, and if practicable or feasible, cooperate with the



DISCLOSING PARTY in opposing such requirement or request, subject to the duty of the DISCLOSING PARTY to shoulder the necessary litigation and related expenses for the purpose.

3. Neither party shall, without the prior written consent of the DISCLOSING PARTY:
  - a. disclose to any person that it possesses such Confidential Information;
  - b. disclose any or all parts of the Confidential Information to any person, including any third party or other employee of the DISCLOSING PARTY, unless such persons are required to have knowledge of the Confidential Information for the PARTIES to achieve their mutual purposes, as may be determined by the original DISCLOSING PARTY, and they have been advised of the confidential and proprietary nature of the Confidential Information and have agreed to protect the same; or
  - c. reproduce, copy or permit to be reproduced or copied Confidential Information in any medium or form; Provided, that the RECEIVING PARTY shall AT ALL TIMES protect the Confidential Information by using the same degree of care to prevent its unauthorized use, dissemination or publication as the RECEIVING PARTY uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, and that the RECEIVING PARTY shall enforce this Agreement against those persons to whom it is authorized to disclose the Disclosing Party's Confidential Information for and on behalf of the Disclosing Party.
4. Violation of any material provision of this Agreement shall render the RECEIVING PARTY liable for damages suffered by the DISCLOSING PARTY on account of such violation, without prejudice to other remedies available to the DISCLOSING PARTY under law or equity.
5. It is understood that this Agreement is not to, and does not, obligate any PARTY to enter into any further agreements or proceed with any possible relationship or other transaction with the other PARTY as long as it does not contravene the provisions of this Agreement.
6. All Confidential Information supplied by the DISCLOSING PARTY is without any express or implied warranty of any kind. Unless agreed in writing, the DISCLOSING PARTY does not warrant or make any representations regarding the use or the results of the use of the Confidential Information in terms of their correctness, accuracy, reliability, or otherwise. The RECEIVING PARTY agrees to hold the DISCLOSING PARTY free from any liability and/or any claims arising out of the use of or in reliance to the Confidential Information.
7. This Agreement shall survive, and the duty of the RECEIVING PARTY to hold Confidential Information in confidence shall remain in effect for a period of two (2) years or until the DISCLOSING PARTY sends RECEIVING PARTY written notice releasing the RECEIVING PARTY from this Agreement.



8. Each PARTY reserves all rights it may have by law or contract to its Confidential Information and no rights or obligation other than those expressly stated herein are granted or implied from this Agreement, unless otherwise agreed in writing\_ by the PARTIES. No license is hereby granted by one PARTY to the other, directly or indirectly, under any existing patent, invention, discovery, copyright, trade secret, trademark, service mark, or other intellectual property held or obtained in the future by either PARTY.
9. Each PARTY warrants that it has full right and authority to enter into this Agreement, and that it is, unless expressly identified otherwise, the owner of its respective Confidential Information; and that it has the right to disclose its Confidential Information to the other party and to authorize the other party to use the same for the mutual purpose or purposes of the PARTIES.
10. The PARTIES agree to immediately notify each other in writing or otherwise if any one of them becomes aware of any disclosure of Confidential Information that it knows or believes to be unauthorized by the other PARTY.
11. The DISCLOSING PARTY may, at any time, request the RECEIVING PARTY to return any material containing, pertaining to or relating to the Confidential Information and all related documentation and all copies and installations thereof and may, in addition, request the RECEIVING PARTY to furnish a written statement to the effect that, upon such return, the RECEIVING PARTY has not retained in its possession, or under its control, either directly or indirectly, any such material. As an alternative to the return of the material contemplated herein, the RECEIVING PARTY shall, at the instance of the DISCLOSING PARTY, destroy such material and furnish the DISCLOSING PARTY with a written statement to the effect that such material has been destroyed. The RECEIVING PARTY shall comply with the foregoing request within seven (7) days of receipt of such a request. Notwithstanding anything to the contrary in this Agreement, the RECEIVING PARTY shall not be obligated to erase Confidential Information that is contained in an archived computer system backup made in accordance with the RECEIVING PARTY's security and/or disaster recovery procedures provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of the RECEIVING PARTY's data processing procedures; and (ii) such copy shall remain fully subject to the obligations of confidentiality stated herein, until the earlier of the erasure or destruction of such copy, or the expiration of such confidentiality obligations.
12. The PARTIES agree and acknowledge that any breach of the obligations contained in this Agreement will cause irreparable loss and would not be compensable by monetary damages alone. Accordingly, CIC shall, in addition to the other remedies a PARTY may have at law or in equity, be entitled to obtain a specific performance or injunctive relief against the RECEIVING PARTY in respect of the threatened or actual breach of this Agreement.





13. If any provision of the foregoing terms shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
14. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
15. This Agreement sets forth the entire covenant and understanding between the PARTIES concerning the confidentiality of the information disclosed pursuant to this Agreement, and supersedes all previous agreements, negotiations, commitments, writings and discussions between them as to the subject prior to the date hereof. There are no prior representations or warranties between the parties relating to the Confidentiality of the Information of this Agreement. This Agreement shall not be modified except in writing, signed by the PARTIES.
16. If any term or provision of this Agreement should be declared illegal or invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force.
17. It is recognized by the PARTIES that this Agreement is subject to review by the Office of the Government Corporate Counsel (OGCC), whose comments and suggestions shall be herein incorporated.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

RECEIVING PARTY

NEXUS TECHNOLOGIES, INC.

By:

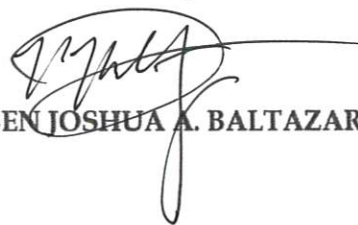


MARIA BRIGITE B. VILLEGAS

DISCLOSING PARTY

Credit Information Corporation

By:

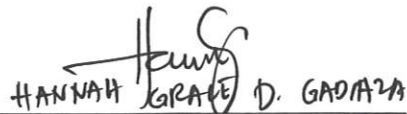


ATTY. BEN JOSHUA A. BALTAZAR

SIGNED IN THE PRESENCE OF:



Digitally signed by Fadriquela  
Marbin Moraleda  
Date: 2021.10.14 15:08:34 +08'00'



HANNAH GRACE D. GADAZA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY, METRO MANILA ) SS.

OCT 20 2021

MAKATI CITY

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, on this \_\_\_\_ day  
of \_\_\_\_\_ 2021, personally appeared the following person/s:

NAME	GOVERNMENT ID	DATE/PLACE OF ISSUE
ATTY. BEN JOSHUA A. BALTAZAR	N02-19-045918	Oct. 24, 2019 / Oct. 18, 2022
MARIA BRIGITE B. VILLEGAS	N24-19-037874	JAN. 08, 2019 / JAN. 08, 2024

who have been identified by me through the foregoing competent evidence of identities, personally appeared before me and attested to me that the signatures appearing on the foregoing instrument was voluntarily affixed by them and that the instrument is their free and voluntary act and deed, as well as of the corporations they respectively represent.

This instrument refers to a NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT which consists of six (6) pages, including the page whereon this acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page hereof.

Doc. No. 188  
Page No. 39  
Book No. 379  
Series of 2021.

~~FELPE T. MEDAN JR.~~  
Notary Public for and in Makati City  
Until Dec. 31, 2022, Appt. No. M-09  
Roll No. 27825, TIN 136897808  
Rm. 412, 4<sup>th</sup> Flr. VGP Center, Ayala, Makati City  
2021 PTR No. Mla 9762919, 15/7/2021  
IBP No. 119432, 06/17/2020  
MCLE Compliance No. VI-DC12065