

Contract Agreement

Project : **Credit Information System Application Software License and Maintenance**

Contract No. : **2022-CIMS(003)-DC0044-C0006**

THIS AGREEMENT is made on the 19 day of DEC 2022 20__ by and between:

CREDIT INFORMATION CORPORATION (CIC), a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 6th Floor, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St., Legaspi Village, Makati City, Philippines, represented herein by its President and Chief Executive Officer, **ATTY. BEN JOSHUA A. BALTAZAR** (hereinafter referred to as "**Procuring Entity**");

- and -

TOTAL INFORMATION MANAGEMENT CORPORATION – CRIF S.P.A., a joint venture organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 5600 Sergio Osmeña Highway, Makati City, and represented herein by its Authorized Representative, **SUNVER Z. BASTES**, who is duly authorized to sign this contract as indicated in the Joint Venture Agreement, entered into on 11 November 2022 (hereinafter referred to as the "**Service Provider**").

-WITNESSETH That-

WHEREAS, upon invitation of the Procuring Entity, the **Service Provider** submitted a proposal for the **Credit Information System Application Software License and Maintenance** in the amount of **FIFTEEN MILLION, FIVE HUNDRED THOUSAND (PhP15,500,000.00)**, Philippine Pesos, inclusive of all applicable government taxes and charges, hereinafter called "**the Contract Price**";

WHEREAS, the Procuring Entity (or "**PE**") accepted the proposal of the **Service Provider** through Resolution No. 2022-CIMS(003)-DC-0044, which was approved by the Head of Procuring Entity on 29 November 2022.

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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Terms of Reference (TOR);
 - (b) Service Provider's Proposal and all other documents or statements submitted in response to the Request for Quotation issued for the project;
 - (c) Notice of Award;
 - (d) Other contract documents that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed and Variation Orders; and

- (c) All provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, which shall constitute as the primary sources for the terms and conditions of the Contract, and that which shall govern during contract implementation.

CONTRACT DURATION

2. This agreement shall be for a period of one (1) year upon receipt of the Notice to Proceed.

SCOPE

3. The project covers the CIS Software License and Maintenance Services of the existing CIS, both in the production and testing environments.

The scope of the project includes the following services:

1. System Maintenance
 - a. Correction of recurring and reproducible Material Errors and Minor errors that are reported
 - b. Notification and provision of each new release, according to the release plan issued by the provider.
 - c. Routine maintenance requirements and
 - d. Problem investigation related to the system
2. Release Support Lifecycle
 - 2.1. Major version
 - 2.2. Minor versions
3. Forms of support
4. Response/Resolution Times
5. On Site Services

OBLIGATIONS OF THE SERVICE PROVIDER

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

Lot	Description	Delivery Schedule
1	Credit Information System Application Software License and Maintenance	Within thirty (30) calendar days upon receipt of the Notice to Proceed

5. 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 under Section 62 of R.A. 9184 and its IRR.
6. The Service Provider's responsibilities with respect to this project is to provide the CIS Application Software License & Maintenance Services in accordance with the terms of the Agreement and Schedule 3 of the Scope of Work 2017

This includes:

6.1. System Maintenance

- 6.1.1. Correction of recurring and reproducible Material Errors and Minor Errors ("Defects") that are reported to Service Provider by Procuring Entity;
- 6.1.2. Notification and provision of each new Release, according to the release plan issued by the Service Provider provided to Procuring Entity. Each new Release shall include (as made generally available to Service Provider's other Customers)
 - 6.1.2.1. New Versions, including software artifacts;
 - 6.1.2.2. Release and/or Version note (as but not limited to the enhancements of Documentation, installation and upgrade guidelines);
 - 6.1.2.3. Provision of conversion tools in relation to the applicable Release, whenever determined by the Service Provider as appropriate

6.2. Releases/Version and Environment Configuration

- 6.2.1. Service Provider shall provide Procuring Entity with Service Packs and Hotfixes
- 6.2.2. Should the Service Provider issue new Releases of any component of the System, or updates to system documentation to its CIS, the Service Provider shall also provide the Procuring Entity the same at no additional cost and no later than when made available. Such new Releases provided by the Service Provider at no additional cost shall not include any Ancillary Credit Information Register Products and Services, optional enhancements, or add-on products or services.
- 6.2.3. The Service Provider shall determine the exhibit for new Releases of any components of the System. The Service Provider venture shall also notify Procuring Entity of the preferred configuration of Third Party Software and Equipment (the "Environment configuration") that are compatible with each Release of each component of the System and, from time to time, the Service Provider joint venture shall notify Procuring Entity of any suggested upgrades of such as Environment Configuration.
- 6.2.4. The Service Provider shall provide Procuring Entity, with an exhibit that lists the Environment Configuration (including the Equipment and versions and releases of Third Party Software), and the Service Provider venture shall update such exhibits from time to time.

6.3. Release Support Life Cycle

- 6.3.1. **Major Version:** it shall be supported and maintained for four (4) years following the release date; if the Customer shall not install the Major Version, elapsing such period of time, then it shall be granted by the Service Provider with two (2) years of limited support which shall be limited only to the provision of Hotfixes.
- 6.3.2. **Minor Version:** it shall be supported and maintained for four (4) years following the release date; if the Customer shall not install the

Minor Version, elapsing such period of time, then it shall be granted by the Service Provider with two (2) years of limited support which shall be limited only to the provision of Hotfixes.

6.4. Support

E-mail support and a contact mail address will be made available during the Business Hours.

The Service Provider shall designate for CIC a retailing group address, and a back up mailing group address, to receive communications from Procuring Entity regarding maintenance and support on the System. The Service Provider will provide such support to one (1) designated Procuring Entity representative and backup.

6.5. Response/Resolution Times

The Service Provider, after consulting with Procuring Entity shall classify each software defect in accordance to the Service Level

7. **The Service Provider shall perform and comply with the General Requirements, Service Level, On Site Services, and Service Management Team** as stipulated in the Request for Quotation and all other requirements and provisions stated and specified in the documents under Section 1 of this Contract Agreement.
8. The Service Provider 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.

OBLIGATIONS AND RESPONSIBILITIES OF THE PROCURING ENTITY

9. The Procuring Entity hereby covenants to pay the Service Provider, in consideration of the provision of the 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 submission of billing statement and other supporting documents by the Service Provider, subject to the issuance of certificate of satisfactory service by Procuring Entity.

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

Any cost in the mode of payment, other than check, shall be borne by the Service Provider.

10. The Procuring Entity's responsibilities with respect to this project are as follows:

10.1. Remote Access

- 10.1.1. Grant the Service Provider's authorized representative remote access via Virtual Private Network (VPN) to the production and testing environments;
- 10.1.2. Grant the Service Provider's authorized representative remote access to the system, including all login names, passwords, system monitoring data and network rights required to perform the maintenance and support activities;

10.2. System Maintenance

Provide First Level Support such as performing routine maintenance and problem investigation related to the System prior to contacting the Service Provider:

- 1. Routine maintenance means:
 - a. Installation of Releases or Patches
 - b. Changing or use of passwords
 - c. Support activities related user's trouble logging on to System
 - d. Network problems and other technical problems
 - e. Customer boarding
 - f. Customer support related to the use of the solution and collection/management of the issues coming from Customers
 - g. Data correction through the admin tool provided by the system
- 2. Problem investigation related to the System means:
 - a. First level analysis of the issues reported by the Procuring Entity directly to the customer offices
 - b. Issue solution or forward to the Service Provider Support services (second level) as per the Ticket Standard Form
 - c. Reply to the Customer when the issue is solved

10.3. Releases/Version and Environment Configuration

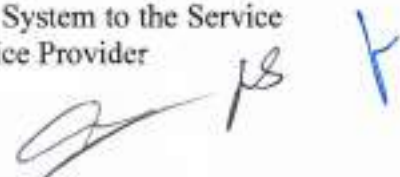
Procuring Entity shall ensure that the Environment Configuration conforms or is substantially similar at all times to that which is proposed by the Service Provider

10.4. Support

- 10.4.1. Provide Support Representatives trained and experienced in the use of the system
- 10.4.2. Procuring Entity shall be allowed to change one or both the Representatives upon notice to Service Provider, provided that such new Representatives shall receive an appropriate training by the previous Procuring Entity representative on the use of the system

10.5. Response/Resolution Times

Procuring Entity Representatives shall report defects of the System to the Service Provider via such process as may be designated by the Service Provider



CONTRACT TERMINATION

11. Both parties have the option to terminate the contract acceptable to both parties based on the Philippine Government Procurement Reform Act and its Implementing Rules and Regulations, GPPB Guidelines or its issuances, and other Philippine laws as applicable.

Pursuant to Annex I of the 2016 Revised Implementing Rules and Regulations, as of 15 July 2022, of the Republic Act No. 9184, the Procuring Entity reserves the right to terminate the CIC License and Maintenance Services Agreement on the following grounds:

a. Termination by Default:

1. Pursuant to Section 68 of the 2016 Revised IRR, when outside of force majeure, the Service Provider fails to deliver or perform any or all of the contract deliverables within the period specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Service Provider prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
2. Pursuant to Section 68 of the 2016 Revised IRR, the Service Provider, as a result of the force majeure, is unable to deliver or perform any or all of the contract deliverables, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of notice from the Procuring Entity stating that the circumstances of force majeure is deemed to have ceased; or
3. The Service Provider fails to perform any other obligation under the contract.

b. Termination for Convenience, in whole or in part. If the Procuring Entity has determined the existence of conditions that make the contract implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event/s or changes in law and national government policies.

c. Termination for Insolvency. If the Service Provider is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.

d. Termination for Unlawful Acts. In case it is determined prima facie that the Service Provider engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

AMENDMENT

12. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Service Provider.

ALTERNATIVE DISPUTE RESOLUTION

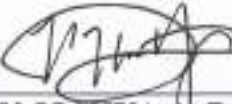
13. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application as applicable. The venue of the proceedings shall be in Makati City.

VENUE IN CASE OF SUIT

14. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

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.

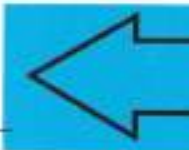
SIGNED, SEALED AND DELIVERED BY:



ATTY. BEN JOSHUA A. BALTAZAR
PROCURING ENTITY



SUNVER Z. BASTES
SERVICE PROVIDER



SIGNED IN THE PRESENCE OF:




MARIA TERESITA M. SEMANA
PROCURING ENTITY'S WITNESS



MICHAEL DE GUZMAN
SERVICE PROVIDER'S WITNESS

Certified Funds Available:



MARIA 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 _____ day of DEC 19 2022, 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	14 October 2019/ 18 October 2023	
SUNVER Z. BASTES	N02-92-201920	28 March 2022 / 21 March 2032	

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. 105
Book No. 244
Series of 2022

ATTY. JOHN DOMINGO S. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT No. M-068 / MAKATI CITY
UNTIL December 31, 2023
PWR No. 8853 / 17 / 01-03-2022 / MAKATI CITY
IBP No. 171184 / 12-22-2021 / RIZAL
MCLE COMPLIANCE No. VI-0027026 / 05-28-2019
ROLL NO. 36452 / TIN No. 106-099-102-000
Unit G-14 Makati Executive Tower 3
Sen. Gil Pryst Avenue, Pio del Pilar,
Makati City, Metro Manila

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT is made and entered into this day of ~~DEC 19 2022~~, 2022 (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-

Total Information Management Corporation - CRIF S.P.A., a joint venture organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 5600 Sergio Osmeña Highway, Makati City, and represented herein by its Authorized Representative, **SUNVER Z. BASTES**, who is duly authorized to sign the contract as indicated in the Joint Venture Agreement, entered into on 11 November 2022, hereinafter referred to as the **RECEIVING PARTY**.

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

WHEREAS, the **RECEIVING PARTY** shall provide services in favor of the **DISCLOSING PARTY** for purposes of Credit Information System Application Software License and Maintenance pursuant to the **CONTRACT** dated _____,

WHEREAS, in connection with the ensuing business relationship, the **DISCLOSING PARTY** 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 **DISCLOSING PARTY'S** non-public, confidential, or proprietary information disclosed to the **RECEIVING PARTY**.

Handwritten signatures and initials in blue ink. On the left, there is a signature that appears to be 'B. Balazar'. On the right, there are initials 'NB' and a signature that appears to be 'S. Bastes'.


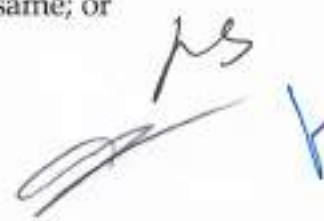
NOW, THEREFORE, in consideration of the premises or covenants contained herein, and as a condition to protect the DISCLOSING PARTY from disclosure of its non-public, confidential or proprietary information, the PARTIES hereby agree as follows:
1. As used herein:

- 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 the DISCLOSING PARTY to the RECEIVING PARTY, directly or indirectly, *to wit*:

Any and all kinds of information, know-how, ICT Infrastructure Architecture, data, process, technique, program, system, 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 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 Credit Information System Application Software License and Maintenance as requested by the DISCLOSING PARTY, except as otherwise required by law; (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, it will 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:

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- 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
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- 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,
 - c. Reproduce, copy or permit to be reproduced or copied Confidential Information in any medium or form, without the written approval of the DISCLOSING PARTY.
4. Violation of any material provision of this Agreement shall give the DISCLOSING PARTY the right to unilaterally terminate the CREDIT INFORMATION SYSTEM APPLICATION SOFTWARE LICENSE AND MAINTENANCE CONTRACT and 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 until the DISCLOSING PARTY sends to the RECEIVING PARTY a 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



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monetary damages alone. Accordingly, the DISCLOSING PARTY 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 relation to the threatened or actual breach of this Agreement.

13. If any provision of the foregoing terms shall be unlawful, void for any reason, or unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of this Agreement.
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 the CREDIT INFORMATION SYSTEM APPLICATION SOFTWARE LICENSE AND MAINTENANCE CONTRACT, 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 and the CREDIT INFORMATION SYSTEM APPLICATION SOFTWARE LICENSE AND MAINTENANCE CONTRACT, This Agreement shall not be modified except in writing, signed by the PARTIES.
16. 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 this date first written above.

RECEIVING PARTY

DISCLOSING PARTY

Total Information Management
Corporation - CRIF S.P.A.

Credit Information Corporation

By:

By:


S. Bastes
SUNVER Z. BASTES


ATTY. BEN JOSHUA A. BALTAZAR

SIGNED IN THE PRESENCE OF:


MICHAEL DE GUZMAN


MARIA TERESITA M. SEMANA

ACKNOWLEDGMENT

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

MAKATI CITY

DEC 19 2022

BEFORE ME, a Notary Public for and in the City of _____, on this ____ day of _____ 2022, personally appeared the following person/s:

NAME	GOVERNMENT ID	DATE/PLACE OF ISSUE
ATTY. BEN JOSHUA A. BALTAZAR	N02-19-045918	14 Oct. 2019 / 18 Oct. 2023
SUNVER Z. BASTES	N02-92-201920	26 March 2022 / 01 March 2032

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. 518
Page No. 105
Book No. 244
Series of 2022.

ATTY. JOHN DOMINGO A. DUNCE, JR.
NOTARY PUBLIC
APPOINTMENT No. M-068 / MAKATI CITY
UNTIL December 31, 2023
FNR No. 8853517 / 01-03-2021 / MAKATI CITY
IBP No. 171784 / 12-22-2021 / RIZAL
MCLE COMPLIANCE No. VI-0027036 / 03-28-2019
ROLL NO. 36452 / TIN No. 106-099-102-000
Unit G-14 Makati Executive Tower 3
Sen. Gil Puyat Avenue, Pio del Pilar,
Makati City, Metro Manila