

SERVICES AGREEMENT

JUL 19 2022

This **Services Agreement** (the "Agreement") executed this _____ day of _____, 2022 at **QUEZON CITY** by and between:

METASYSTEMS DEVELOPMENT, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 3rd and 4th Floors, 2 Acacia Lane corner Shaw Boulevard, represented in this act by its Manager, Engineering Services Department, **MR. JOHN MICHAEL BERNARDO**, per Board Resolution No. 22-002 as shown in the Corporate Secretary's Certificate dated May 26, 2022 attached hereto as Annex "K", referred to as "**SUPPLIER**";

- and -

DEVELOPMENT BANK OF THE PHILIPPINES, a government financial institution duly created and existing under and by virtue of the provisions of Executive Order No. 81, otherwise known as the "1986 Revised Charter of DBP", as amended by Republic Act No. 8523 dated February 14, 1998, with principal office at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented in this act by its Head, Foreign and Domestic Settlement Operations Department (FDSOD), **SAVP MARIA THERESA F. ABAD**, referred to as "**DBP**".

(Each, a "Party", and collectively, the "Parties").

WITNESSETH: That

WHEREAS, **DBP** is in need of maintenance and support services (the "Services") for **DBP's Tallygenicom T6820, 2000 LPM Line Matrix Printer** (the "Hardware").

WHEREAS, the **SUPPLIER** has offered to provide the Services and **DBP** has agreed to accept the same and procure the Services of the **SUPPLIER** through Small Value Procurement as an alternative method of procurement under the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act";

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed to enter into this Agreement under the terms and conditions set forth below, including the Annexes.

1. DEFINITIONS

Certain terms used in this Agreement are defined in **Annex "A"**. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. HARDWARE AND SCOPE OF SERVICES

The Hardware and the Scope of Services covered by this Agreement are set forth in **Annexes "B" and "C"**, respectively.

3. CONTRACT PRICE

For and in consideration of the Services under this Agreement, **DBP** shall pay the amount of **Pesos: One Hundred Forty Thousand Three Hundred Fifty (Php140,350.00)**, inclusive of all applicable taxes and fees, hereinafter referred to as the "Contract Price".

4. PAYMENT TERMS AND CONDITIONS

DBP shall pay the Contract Price *on a quarterly basis* to the **SUPPLIER** via credit to its deposit account with **DBP** within fifteen(15) calendar days from its receipt of the **SUPPLIER's** official receipt and the issuance by **DBP** of the Certificate of Acceptance, as well as the **SUPPLIER's** submission of the documentary requirements enumerated under the Technical Specifications hereof, if any, subject to the usual government audit/accounting/procurement policies, provided the **SUPPLIER** has generated a positive performance assessment to be conducted by **DBP** in accordance with established metrics as stated in Section 9 hereof.

The **Expanded Withholding Tax (EWT)** due to the government shall be withheld by the **DBP** from any payment made to the **SUPPLIER**. The EWT deducted by **DBP** shall be at the rate prescribed by the Bureau of Internal Revenue (BIR) and shall be remitted directly to the BIR. It shall be indicated in the creditable withholding tax return to be filed with the BIR that the tax being withheld is to be credited to the **SUPPLIER**. The **Certificate of Creditable Tax Withheld** at Source shall be submitted by **DBP** to **SUPPLIER** within fifteen (15) calendar days from receipt of payment by the **SUPPLIER**.

5. TERM AND TERMINATION

A. TERM. This Agreement shall be for a period of one (1) year commencing on **08 June 2022** until **07 June 2023** and shall be terminated earlier when either or both Parties decide to terminate it in accordance with the provisions on *Termination*, hereinafter set forth.

B. TERMINATION BY EITHER PARTY. When either of the Parties commits a substantial breach of its obligation and such breach is not corrected within thirty (30) days from the date of receipt of written notice, duly served to the defaulting Party by the other Party, the other Party may terminate this Agreement.

C. TERMINATION DUE TO DBP'S DEFAULT. In the event of termination due to **DBP's** default, the **SUPPLIER** shall set a termination date in writing and the following shall apply:

1. The **SUPPLIER** shall retain any payment received under this Agreement; **DBP** shall pay any outstanding invoices as of termination date less any amount due to **DBP** and provided all those covered in the invoices are delivered and accepted by **DBP** as provided in Section 4.
2. **DBP** shall pay for any agreed deliverables as stated in the Agreement delivered by the **SUPPLIER** but not yet invoiced.
3. When payments have been made by **DBP**, the **SUPPLIER** shall deliver all materials and other deliverables due as of termination date.

D. TERMINATION DUE TO SUPPLIER'S DEFAULT. In the event of termination due to the **SUPPLIER's** default, **DBP** shall set a termination date in writing and the **SUPPLIER** shall refund to **DBP**, within fifteen (15) days from receipt of notice thereof, the applicable Contract Price from termination date to expiry date of the Agreement pro-rated on a per month basis. **DBP's** right to refund is without prejudice to its right to claim damages and act on/claim against the Performance Security set forth in Section 6 hereof.

E. TERMINATION WITHOUT CAUSE. Either of the Parties may terminate this Agreement without cause by serving a thirty (30) day written notice to the other party prior to the intended date of termination, or at any time upon the instruction of the Bangko Sentral ng Pilipinas (BSP).

F. **TRANSITION ASSISTANCE.** In the event of termination for any cause, the **SUPPLIER** hereby agrees and guarantees that should **DBP** decide to transfer the Services to another provider or other arrangements, it shall provide **DBP** the necessary level of assistance during the transition.

In case of merger, consolidation and/or change in name, change in ownership, assignment, attachment of assets, insolvency, or receivership of the **SUPPLIER**, the **SUPPLIER** shall likewise provide **DBP** the necessary level of assistance to ensure a smooth transition. For the avoidance of doubt, the surviving or consolidated corporation shall assume all liabilities and obligations under the terms of this Agreement, provided that the **SUPPLIER** and/or the surviving or consolidated corporation submits proof of such merger or consolidation acceptable to **DBP**.

G. **BUSINESS CONTINUITY PLAN.** The **SUPPLIER** warrants that it has existing Business Continuity Plan which includes continuity service and disaster recovery plans that minimize the probability and impact of interruptions to **DBP** and an exit plan to be implemented upon termination of this Agreement that provides, among others, for transition assistance should the **SUPPLIER** convert to other service providers or other arrangements.

6. **PERFORMANCE SECURITY**

To guarantee the faithful performance of the **SUPPLIER** of its obligations under this Agreement, the **SUPPLIER** shall post, in favor of **DBP**, the required amount of the Performance Security (Annex "G") in accordance with the following schedule:

Form of Security	Minimum % of Total Contract Price	Minimum amount
1. Cash, certified check, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank	Five percent (5%)	Php7,017.50
2. Surety Bond	Thirty percent (30%)	Php42,105.00
3. Any combination of the foregoing	Proportionate to share of form with respect total amount of security.	

The Performance Security shall be effective and in full force and effect for the entire Term of this Agreement. In the event of any extension of the term of this Agreement, the Performance Security shall be renewed accordingly, provided that the extension is mutually agreed upon by both Parties. The amount of the Performance Security for the subsequent contract term/extension period shall be determined subject to the terms and conditions of the said extension.

Should the **SUPPLIER**, based on any of the conditions stipulated under Section 5 (TERM & TERMINATION), terminate this Agreement, (except if the cause of termination is default or breach by **DBP**), the Performance Security shall be forfeited in favor of **DBP** without any need of judicial action. Furthermore, any changes in this Agreement shall not require the prior approval of the surety and shall in no way annul, release or limit the liability of the **SUPPLIER**.

7. **WARRANTY**

In accordance with and for the entire duration of the warranty period stated in the Technical Specifications, the **SUPPLIER** warrants the correctness and good quality of the Services it shall provide hereunder and that such Services

conform to the instructions and specifications of the manufacturer of the Hardware.

8. GOOD FAITH

The Parties shall assist each other with fairness, equity and efficiency in overcoming their difficulties for the satisfactory performance of their obligations under this Agreement.

9. RIGHT TO AUDIT AND CORRECTIVE ACTION CLAUSES

The **SUPPLIER** agrees that **DBP**, the BSP, and other regulatory agencies have the: right to audit/examine the, and/or access to the (i) necessary information regarding the Services in order for **DBP**, BSP, or such other regulatory agencies to fulfill their respective responsibilities; (ii) the operations of the **SUPPLIER** in order to review the same in relation to the Services; and, (iii) necessary financial information of the **SUPPLIER**.

The **SUPPLIER** agrees that **DBP** shall have the right to conduct **SUPPLIER's** performance assessment with respect to its Services based on established metrics, which shall be provided to the **SUPPLIER** upon signing of this Agreement.

The **SUPPLIER** warrants that it shall be required to immediately take the necessary corrective measures to satisfy the findings and recommendations of the BSP examiners and those of the internal and/or external auditors of **DBP**.

10. LIABILITY CLAUSE

A. In case the **SUPPLIER** is unable to comply with the terms and conditions of this Agreement or fails to satisfactorily deliver the Services on time inclusive of duly granted time extensions, if any, **DBP** shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), **DBP** may rescind or terminate this Agreement pursuant to Section 5 hereof, without prejudice to other courses of action and remedies open to it.

B. Any and all claims, liabilities, damages, suits, or causes of action of whatever nature or kind, now or hereafter arising from or in connection with this Agreement, including but not limited to those resulting out of or as a consequence of the acts of employees, personnel, or representatives of the **SUPPLIER**, shall be for the account of the **SUPPLIER**. The **SUPPLIER** shall indemnify **DBP**, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the **SUPPLIER** under this provision shall survive the termination of this Agreement.

11. CONFIDENTIALITY

The Parties hereby agree to comply with confidentiality requirements set forth in **Annex "D"** hereof.

12. DATA PROTECTION AND SEGREGATION

Unless prohibited by applicable law, the **SUPPLIER** may disclose **DBP** Information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdictions in which they operate either for purposes related to the provisions of the Services, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively "Process

Purposes"), provided that the written consent of **DBP** has been secured, and provided further that the **SUPPLIER**, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The **SUPPLIER** shall be responsible for maintaining the confidentiality of **DBP** Information.

Whenever applicable in performing its obligations under this Agreement, the shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its Implementing Rules and Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy, segregation and the protection of personal information.

13. PROPERTY RIGHTS

- A. All memoranda, reports, working papers, schedules, computer records and data bases and any other such material (collectively defined as "Data") produced/processed, provided and/or transferred by **DBP** to the **SUPPLIER** in the course of the performance of the Services shall at all times be the property of **DBP**, and the same shall not in any way be reproduced or duplicated. Upon termination or expiration of this Agreement or at such other time as **DBP** may request, the **SUPPLIER** shall return all the Data to **DBP**.
- B. **DBP** retains the exclusive rights over the Data processed and systems developed under this Agreement and the **SUPPLIER** nor any of its officers, directors, stockholders, employees, agents or representatives, shall not directly or indirectly, in any event whatsoever, reproduce, distribute, exploit, lease or license, or handle or cause or permit to be reproduced, distributed, leased, licensed, exploited or handled any of the Data and systems' procedures, applications and other derivatives.

14. PROPRIETARY AND OWNERSHIP

All of the copyright and intellectual property rights in the Documentation and all copies thereof are owned by the **SUPPLIER** or its subsidiaries, or their respective suppliers and are protected by copyright and/or trade secret laws and international treaty provisions. **DBP** acquires only the non-exclusive, non-transferable right to use the Documentation as permitted herein, and do not acquire any rights of ownership in the said Documentation, subject to Section 24 hereof, "Successors-In-Interest."

15. WAIVER

No waiver of any Party with respect to a breach or default of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of another breach or default or of another right or remedy, unless such waiver be expressed in writing and signed by the Party to be bound.

16. FORCE MAJEURE

In case of the occurrence of force majeure, such as but not limited to earthquakes, storms, floods, fires, epidemics, strikes and other concerted labor actions, civil unrests, riots, wars, or any other unforeseen or unavoidable Disaster or event which shall be beyond the control of a Party, the Party affected shall be excused from performing its obligation under this Agreement for a period equivalent to the number of days that they are affected or prevented by the event of force majeure, provided that:

- A. The force majeure is the proximate cause which delayed or prevented the Party's performance of its obligation under this Agreement;
- B. The Party concerned took all possible measures to overcome and mitigate the effects of such force majeure; and

- C. The Party affected shall inform the other Party in writing of the occurrence as well as the abatement of such force majeure, including a detailed description thereof and the measures taken to overcome and mitigate the effects of the same.

Each Party shall hold the other free from any liability, claims, and/or damages of any kind and nature arising from or in connection with the occurrence of any force majeure, as well as for those incidents or events attributable to Third Parties.

17. GOVERNING LAW AND VENUE OF ACTION

This Agreement shall be governed and construed in accordance with the provisions of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act" and other applicable laws of the Republic of the Philippines. Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate courts of Makati City, Philippines.

18. ACKNOWLEDGMENT OF TRANSPARENCY OF TRANSACTION

The **SUPPLIER** acknowledges that in addition to other prevailing/applicable Philippine laws, rules and regulations, **DBP** has an existing Code of Ethics, which prohibits any gift, fee, commission or benefit in favor of any of **DBP's** officers and/or employees and/or any other persons to be given as a condition to, or as an additional consideration for, the award of the Contract to the **SUPPLIER**. The **SUPPLIER** further acknowledges that under **DBP's** Code of Ethics and other prevailing rules and regulations, **DBP's** personnel have the duty to report to superior officers any possible violation of the policy. Furthermore, the **SUPPLIER** commits itself to conduct its business professionally and ethically by equally abiding by the provisions of **DBP's** Code of Ethics, particularly the norms of conduct and the rules on conflict of interest, insofar as applicable to the **SUPPLIER's** nature of business and for the duration of its business relationship with the **DBP**.

Furthermore, in compliance with the Section 47 of R.A. 9184 or the "Government Procurement Reform Act" as well as the provisions on Conflict of Interest under **DBP's** Code of Ethics, the **SUPPLIER** warrants that it is not related to any of the directors of **DBP**, members of the Bids and Awards Committee, the Technical Working Group (if any), the head of **DBP's** project management office and project consultants (if any), end-user or implementing unit, by consanguinity or affinity up to the third civil degree.

The **SUPPLIER** is aware that **DBP** is a government-owned corporation and that the receipt by any of **DBP's** officers and/or employees and/or other persons, as well as the giving by the **SUPPLIER**, unless opportunely disclosed pursuant to the provisions of (Presidential Decree No. 749) of such gift, fee or commission, are crimes punishable under the provisions of the Anti-Graft and Corrupt Practices Act (R.A. No. 3019), Title VII of the Revised Penal Code on Crimes Committed by Public Officers, the Code of Conduct and Ethical Standards for Public Officers and Employees (R.A. No. 6713), the Plunder Law (R.A. No. 7080), as well as under other applicable laws and governing presidential decrees.

The **SUPPLIER** further acknowledges **DBP's** policy to refer any such violation to the proper government agency for criminal prosecution.

19. NOTICES

All notices, demands, requests, or other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made: (a) if made by hand delivery, when delivered; (b) if sent by mail, seven (7) days after being deposited in the mails, postage prepaid; and (c) if sent by facsimile to a facsimile receiver at the proper number of a party hereto as specified below, when receipt is acknowledged, addressed as follows:

For the **SUPPLIER: (Please see Annex "E")**

For the **DBP:**

Name	:	Development Bank of the Philippines
Address	:	DBP Bldg., Sen. Gil Puyat Avenue corner Makati Avenue, Makati City
Attention	:	SAVP MARIA THERESA F. ABAD
Fax No.	:	(02) 896-8014

Any change of address shall be effective only after five (5) days from receipt of the other party of a written notice of change of address from the other party.

20. SEVERABILITY AND NON-ASSIGNABILITY

Should any provision of this Agreement be declared or become wholly or partly illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected as a result. The same applies in case the Agreement contains a gap in its provisions. Instead of the provisions which are ineffective or impracticable, or to fill the gap, a suitable provision should apply which, insofar as legally possible, comes closest to the original intention of the Parties. Should individual stipulations exceed the duration of this Agreement, such stipulations will remain valid even after the effectivity thereof.

Neither party may assign, in whole or in part, any right, obligation and/or benefit under this Agreement without the prior written consent of the other party.

21. NON-COMPETITION CLAUSE

The Hardware that **DBP** is provided with under this Agreement may not be marketed further by **DBP** either entirely or partially, i.e., that it may not be made into trade object.

22. NO POACHING CLAUSE

Except as provided in Section 5(F), **DBP** or any of its affiliates will not engage, either directly or through other service provider and/or agencies, the personnel or consultants engaged or provided by the **SUPPLIER** to the former within twelve (12) months from the day of the termination of this Agreement unless there is a written waiver from the **SUPPLIER**.

23. ANNEXES

The following Annexes shall, by this reference, form an integral part of this Agreement:

Annex A	:	Definition of Terms
Annex B	:	Scope of Services
Annex C	:	Hardware
Annex D	:	Confidentiality
Annex E	:	Notice to Supplier
Annex F	:	Notice of Award
Annex G	:	Technical Specifications
Annex H	:	Performance Security
Annex I	:	Performance Evaluation of 3rd Party Contracts/Agreements
Annex J	:	Data Privacy Consent Form
Annex K	:	Supplier's Secretary's Certificate for Board Resolution

The Parties shall endeavor to harmonize the provisions of this covering agreement and the Annexes so that each shall be effective. In the event of

any inconsistency between the terms of this covering agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency. In the event of any conflict between the provisions of this Agreement including the annexes and the Technical Specifications, the terms of the Technical Specifications shall prevail.

24. **DISASTER RECOVERY**

In the event of a Disaster, **DBP** shall have authority to avail of the Services at its Disaster Recovery site. If the circumstances warrant, **DBP** shall provide an initial oral notification on the request for the performance of the Services at the **DBP** Disaster Recovery site, but such oral notice must be followed by a written Disaster Notification within twenty-four (24) hours after initial notification, provided that, the twenty four (24) hours written notice period may be extended depending on the circumstances. The availment of Services at the Disaster Recovery site shall also be allowed in case of a Disaster Recovery Testing.

25. **SUCCESSORS-IN-INTEREST**

The availment of the Services by **DBP's** affiliates, subsidiaries and/or acquired companies shall be subject to the prior written notice to the **SUPPLIER**. Likewise, in case of mergers, consolidation and/or change in name of **DBP**, the latter or its successor-in-interest can still avail of the Services under the terms of this Agreement, provided that there is prior written notice to the **SUPPLIER** of such transfer of the Services.

26. **SUB-CONTRACTING**

- a. Subcontracting of any portion of the Services does not relieve the **SUPPLIER** of any liability or obligation under the Agreement. The **SUPPLIER** shall be solely liable and responsible for the acts, defaults, and negligence of its Sub-contractors, agents, servants or workmen as fully as if these were the **SUPPLIER's** own acts, defaults, or negligence.
- b. In the event that any Sub-contractor is found by **DBP** to be incompetent or incapable in discharging assigned duties, **DBP** may request the **SUPPLIER** to provide a replacement, with qualifications and experience acceptable to **DBP**, or to require the **SUPPLIER** to resume the performance of the work itself.

27. **MODIFICATION AND AMENDMENT**

No modification/amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and duly signed by the Parties.

28. **SUBMISSION OF TAX CLEARANCE**

As required under Executive Order (EO) 398, the **SUPPLIER** shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue before entering into and during the effectivity of this Agreement. The **SUPPLIER**, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The **SUPPLIER** shall pay taxes in full and on time and that failure to do so will entitle **DBP** to suspend or terminate this Agreement.

29. **ENTIRE AGREEMENT**

Both Parties acknowledge that this Agreement and the relevant Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

6. OGCC REVIEW

The Parties agree to supplement/amend/restate this Agreement, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel, with effect from the date of signing thereof.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day of JUL 19 2022, 2022 in QUEZON CITY.

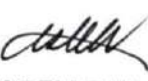
DEVELOPMENT BANK OF THE PHILIPPINES (DBP)
By:


SAVP MARIA THERESA F. ABAD
Head, Foreign and Domestic Settlement, Operations Department

METASYSTEMS DEVELOPMENT, INC. (SUPPLIER)
By:


MR. JOHN MICHAEL BERNARDO
Manager, Engineering Services Department

Signed in the presence of:


SAVP ANABELLE M. ESTRELLA


ALIREY A. CRUZ
Sr. Technical Engr. I

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

QUEZON CITY, QUEZON CITY, JUL 19 2022
BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of _____ 2022, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
Metasystems Development, Inc. Represented by:	TIN No. 000-094-229-000	
JOHN MICHAEL BERNARDO	Passport No.: P2297783B	DFA NCR EAST, June 23, 2019
Development Bank of the Philippines Represented by:		
MARIA THERESA F. ABAD	Passport No.: P8101114A	DFA Manila July 26, 2018

known to me and to me known to be the same persons who executed the foregoing document and identified by me through competent evidence of identity, to be the same persons in the foregoing document who exhibited to me the above IDs., that each party acknowledged to me that the execution of this document is the free and voluntary act and deed of the entities represented and that they have the authority to sign in behalf of their respective principals.

The foregoing document is a **Services Agreement** which consists of ____ (____) pages, including herein Annexes and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

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

Doc. No. 107;
Page No. 23;
Book No. 51;
Series of 2022.


ATTY. CONCEPCION P. VILLARE
Notary Public for Quezon City
Until December 31, 2022
PTR No. 2442851 / January 3, 2022 Q.C
IBP No. 167802 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VI-0030379 / 02-21-2020
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

ANNEX "A"
DEFINITION OF TERMS

1. **Confidential Information** – Shall refer to files, databases, reports, report formats, Templates, financial statements, financial figures, products, product listings, product prices and all other information designated as confidential by either Party.

Shall likewise refer to the Confidential Information as defined under Annex "D" hereof.
2. **Certificate of Acceptance** – Shall refer to the certificate to be issued by the DBP signifying acceptance by the DBP of the Services subject of the Agreement.
3. **Documentation** – As used in the Agreement, shall refer to manuals, installation, configuration, and/or other written material/s relevant to the Hardware and Services subject of the Agreement.
4. **Hardware** – Shall refer to the Hardware under Annex "C" hereof.
5. **Disaster** – refers to any unplanned interruption of information processing which will significantly impair the ability to perform the different information processes of the Data Center and may require construction of data and moving at another site. A lengthy disaster will seriously impact DBP's ability to meet customer service commitment. Disasters are manifested in many different forms but the main preludes to disaster are recognizable as FIRE, POWER FAILURE, CIVIL or POLITICAL disturbances. Secondary causes are natural disasters such as FLOODS, TYPHOONS, EARTHQUAKES and VOLCANIC ERUPTIONS.
6. **Disaster Recovery Site** – refers to the Information Technology – Disaster Recovery Center Service Provider designated facility where the Configuration is installed and made available either for testing or for disaster recovery.

ANNEX "B"
SCOPE OF SERVICES

MAINTENANCE AND SUPPORT SERVICES INCLUSIONS

1. Preventive Maintenance which will be done on a quarterly basis:
 - General cleaning of the whole system (inside and out)
 - Diagnostic of the whole system to check for possible hardware malfunction and to restore it to working condition.
2. Remedial service calls are on a on-call basis. Engineer/s will be provided within 24 hours during working days upon receipt of service request. The schedule of the services is from Mondays to Fridays, 8:30am to 5:30pm, excluding holidays.

TERMS AND CONDITIONS

3. DBP shall have priority in the service units in case defective unit cannot be repaired immediately.
4. Regular Preventive Maintenance Service Schedule during the Contract Period shall be set by the parties of the same week every quarter, with the specific week established upon the commencement of this Contract. Client shall confirm the preferred day of the scheduled week, at least one week in advance. Both parties are entitled to maximum of one (1) rescheduling due to unforeseen circumstances.
5. Upon your approval of the agreement a free inspection shall be conducted on each of the units to be covered. Units that are defective shall be repaired or restored to working condition prior to the execution of the Maintenance Agreement and client shall be billed for the labor and parts separately.
6. Vendor to issue/submit preventive maintenance report which would confirm that the maintenance services will be completed every after quarter during the period coverage.

ANNEX "C"
HARDWARE

TallyGenicom T6820 Line Printer - presently being used by the Foreign and Domestic Settlement and Operations Department (FDSOD) for the printing of various SWIFT inward and outward messages.

ANNEX "D"
CONFIDENTIALITY

1. Each Party, and its respective stockholders, officers, directors, employees, representatives, and/or transferees (collectively referred to in this Clause as the "Recipient") shall have the obligation not to divulge in any manner, directly or otherwise, confidential information that said Recipient may receive, be privy to, learn of, and/or obtain from the other party, and/or the other Party's stockholders, directors, officers, employees, representatives, transferees, and/or other disclosing parties associated or doing business with the other party (collectively referred to in this clause as the "Disclosing Party"). The Recipient shall exercise the highest degree of care in safeguarding and ensuring the confidentiality and non-disclosure of all Confidential Information, and said Recipient shall not make and/or retain any copy of confidential documents and communications, or in any way use the same, without the written consent of the Disclosing Party. As used herein, the term "Confidential Information" refers to information, in any form, which the Disclosing Party considers secret, private, privileged, classified, or proprietary, including but not limited to written, oral, visual, audio information, or those produced by electronic media or through any other means. Confidential Information includes the Disclosing Party's finances, business, clients, and operations, trade secrets, confidential discussions and documents prepared by the Disclosing Party, and the terms of this Agreement.

Notwithstanding anything to the contrary in this Agreement, a Party shall not be obligated to erase Confidential Information that is contained in an archived computer system backup made in accordance with such 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 such 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.

This obligation shall survive the expiration or termination of this Agreement.

2. This confidentiality obligation does not apply to information where a Party can prove that:
 - 2.1 It was legitimately received or is being legitimately received from a third party with no restrictions on disclosure;
 - 2.2 It was already generally known upon completion of the Agreement or subsequent thereto, without infringement of the obligations contained in this Agreement;
 - 2.3 It forms part of information which is independently acquired or developed by a party on its own without violating the provisions of this Agreement;
 - 2.4 Either Party is required by law, court order or other governmental action to disclose all or any part of the confidential information provided, however, that when either Party reasonably anticipates or has reasonable cause to anticipate that such Party may be so required, the concerned Party must notify the other Party within twenty four (24) hours of such actual or anticipated requirement and must use its best endeavors, as may be consistent with the concerned Party's legal obligations, to delay and withhold such disclosure until the other Party has had an opportunity to oppose such disclosure by lawful means.

ANNEX "E"
NOTICE TO SUPPLIER

FOR THE SUPPLIER:

METASYSTEMS DEVELOPMENT INC.

Attention:
JOHN MICHAEL BERNARDO
Manager

Office Address: 3rd and 4th Floors, 2 Acacia Lane Corner Shaw
Boulevard, Mandaluyong City

Email Address: mbernardo@metadev.com
Tel. No.: (02) 8534-2136
Fax No.: (02) 8534-6038

ANNEX "F"
NOTICE OF AWARD



Development Bank of the Philippines

NOTICE OF AWARD

8 June 2022

METASYSTEMS DEVELOPMENT, INC.
3rd & 4th floor, 2 Acacia Lane Corner Shaw Boulevard
Mandaluyong City
Tel. No.: 8534-2136

Attention : **MR. JOHN MICHAEL BERNARDO**
Manager Engineering Services Department

Subject : **Tallygenicom T6820, 2000 LPM Line Matrix Printer Maintenance and Support Services**

Dear Mr. Bernardo,

We are pleased to inform you that the Development Bank of the Philippines hereby awards you the contract for the above-cited project for one (1) year effective from June 8, 2022 to June 7, 2023 in the total contract amount of **One Hundred Forty Thousand Three Hundred Fifty Pesos Only (P 140,350.00)**, inclusive of all applicable taxes.

To guarantee the faithful performance of obligations, you are required to post within ten (10) calendar days from receipt hereof, a performance security in any of the following forms and percentages:

Form of Performance Security	% of the Contract Price	Minimum Amount
Cash, cashier's/manager's check issued by a Universal or Commercial Bank		
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Five percent (5%)	P 7,017.50
Surety Bond callable upon demand issued by a surety or insurance company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond	Thirty percent (30%)	P 42,105.00

The Performance Security shall be required for the entire Term and will only be released after the lapse of the contract period, provided that DBP has no claims filed against the supplier/vendor and that all the conditions imposed under the contract have been fully met.

ANNEX "G"
TECHNICAL SPECIFICATIONS

TallyGenicom T6820, 2000 Line Matrix Printer Maintenance and Support Services

TECHNICAL SPECIFICATIONS

I. BACKGROUND

The TallyGenicom T6820 Line Printer is presently being used by the Foreign and Domestic Settlement and Operations Department (FDSOD) for the printing of various SWIFT inward and outward messages.

II. PERIOD COVERAGE

The maintenance and support services for one (1) year or from June 8, 2022 to June 7, 2023.

III. VENDOR REQUIREMENTS

1. BAC Documentary Requirements in compliance to the Government Procurement Law as per latest Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 under Section 53.9:

- a. Valid and Current PhilGEPS Registration/Certificate
- b. 2022 Business or Mayor's Permit
- c. Updated Income Tax Return (ITR)
- d. Updated and Notarized Omnibus Sworn Statement
- e. Updated and Notarized Secretary's Certificate
- f. Updated Letter or Certificate that the vendor is an authorized provider of TallyGenicom T6820 Line Printer issued by the principal.

2. Documents required before contract implementation:

Vendor must open/maintain a Savings Deposit Account with DBP where payments shall be credited within fifteen (15) calendar days from issuance of Notice of Award (NOA).

IV. MAINTENANCE AND SUPPORT SERVICES INCLUSIONS

1. Preventive Maintenance which will be done on a quarterly basis:
 - General cleaning of the whole system (inside and out)
 - Diagnostic of the whole system to check for possible hardware malfunction and to restore it to working condition.
2. Remedial service calls are on a on-call basis. Engineer/s will be provided within 24 hours during working days upon receipt of service request. The schedule of the services is from Mondays to Fridays, 8:30am to 5:30pm, excluding holidays.

V. TERMS AND CONDITIONS

1. DBP shall have priority in the service units in case defective unit cannot be repaired immediately.
2. Regular Preventive Maintenance Service Schedule during the Contract Period shall be set by the parties of the same week every quarter, with the specific week established upon the commencement of this Contract. Client shall confirm the preferred day of the scheduled week, at least one week in advance. Both parties are entitled to maximum of one (1) rescheduling due to unforeseen circumstances.
3. Upon your approval of the agreement a free inspection shall be conducted on each of the units to be covered. Units that are defective shall be repaired or restored to working condition prior to the execution of the Maintenance Agreement and client shall be billed for the labor and parts separately.
4. Vendor to issue/submit preventive maintenance report which would confirm that the maintenance services will be completed every after quarter during the period coverage.

VI. APPROVED BUDGET

The Approved Budget for the Contract (ABC) is One Hundred Forty Thousand Three Hundred Fifty Pesos (P140,350.00) VAT inclusive.

VII. PAYMENT

DBP shall pay the corresponding contract price on a *quarterly basis* to the Vendor via credit to its deposit account within Fifteen (15) calendar days from receipt of the Vendor's Sales Invoice and submission of the documentary requirements as enumerated under this Technical Specifications, if any, subject to the usual government audit/accounting/procurement policies, provided the Vendor has generated a positive performance assessment to be conducted by DBP in accordance with established metrics.

VIII. PERFORMANCE BOND

The vendor is required to submit a performance security in any of the following forms and percentages:

Form of Performance Security	Minimum % of Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank	
Surety Bond callable upon demand issued by a surety or insurance company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond	Thirty percent (30%)

The Performance Security shall be effective for one (1) year or from June 8, 2022 to June 7, 2023. The said amount shall only be released after the lapse of the contract period, provided that DBP has no claims filed against the supplier/vendor and that all the conditions imposed under the contract have been fully met.

In the event of any extension of the Agreement, the Performance Security shall be renewed accordingly, provided that the extension is mutually agreed upon by both Parties. The amount of the Warranty Security for the subsequent contract term/extension period shall be determined subject to the terms and conditions of the said extension.

IX. NON-DISCLOSURE CONDITION

The vendor shall strictly adhere to the confidentiality agreement with the Bank. Information about DBP and its operation in this document is considered proprietary and confidential and must be treated as such by the recipients of this Technical Specifications. In the same manner, the responses to the Technical Specification which shall be specified as confidential shall not be disclosed to any third party.

1. Each party agrees to hold and maintain confidential all materials and information which shall come into its possession or knowledge in connection with the project or its performance, and not to make use hereof other than for the purpose of this project.
2. After completion of the project, all materials, data, proprietary information and other related documents provided to the winning vendor and which are hereby deemed owned by DBP shall be returned to DBP.
3. The winning vendor undertake that it shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidential obligation as set forth in this Section.
4. This confidentiality obligation shall survive even after the termination of the contract.
5. The winning vendor shall, likewise, oblige the provider to be bound by this confidentiality contract.
6. The winning vendor's breach of this confidentiality provision shall entitle DBP to legal and other equitable remedies including but not limited to the immediate cancellation of the contract and shall entitle DBP for claim for damages and injunctive relief under the circumstances. DBP may also elect to terminate further access by the winning bidder to any data and information.
7. A Non-Disclosure Agreement between DBP and the winning vendor will form part of the contract that outlines confidential material, knowledge, or information that both parties wish to share with one another for certain purposes but wish to restrict access for or by third parties.

X. Liquidated Damages

If the Vendor fails to satisfactorily perform the services within the period(s) specified in the Agreement inclusive of duly granted time extensions if any, DBP shall, without prejudice to its other remedies under the Agreement and under applicable laws, deduct from the Contract Price, as liquidated damages, the applicable rate of 1/10 of 1% of the cost of the unperformed portion for every day of delay until actual delivery or performance.

The maximum deduction shall be 10% of the amount of Agreement. Once the maximum amount of liquidated damages reaches ten percent (10%), DBP may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it.

XI. OGCC Review

The Parties acknowledge that this Agreement is still subject to the review/clearance of the Office of the Government Corporate Counsel (OGCC). Accordingly, the parties agree to amend/ restate the Agreement, including all its amendments that have been reviewed and negotiated, to incorporate the comments/ revisions, if any, of the Office of the Government Corporate Counsel (OGCC), with effect from the date of signing thereof.

Approved by:



SAVP ANABELLE M. ESTRELLA
Head, ICT Service Delivery Department

ANNEX "H"
PERFORMANCE SECURITY



Box 13315, Ortigas Center Post Office, Pasig City, 16005, Metro Manila, Philippines
3rd & 4th Floors, Metasystems Building, 2 Acadia Lane corner Shaw Boulevard
Mandaluyong City, 1552, Metro Manila, Philippines

Phones: (63-2) 534-2136 to 41
Mobile: (63-917) 534-2136
Facsimile: (63-2) 534-5038

E-mail: info@metadev.com
URL: www.metadev.com



June 13, 2022

DEVELOPMENT BANK OF THE PHILIPPINES
Makati City

To whom it may concern;

In reference to **NOA – TallyGenicom T6820, 2000 LPM Line Matrix Printer Maintenance and Support Services**, we are writing to confirm that we are extending the performance security bond under OR no. 0318682 with same amount of PHP 7,017.50 for another year based on the new contract period.

Respectfully yours,


JOHN MICHAEL BERNARDO
Manager
Technical Services Department



Development Bank of the Philippines
CASH MANAGEMENT
Sen. Gil Puyat Avenue cor. Makati Avenue
Makati City
NON-VAT REG. TIN: 000-449-609-00000

ORIGINAL

OFFICIAL RECEIPT

CM-
No. 0318682

00000318682

Date:

05/05/21

ACCOUNT NO:

DEPARTMENT/BRANCH:

METASYSTEMS DEVELOPMENT INC.

CENTER CODE

NAME:

ADDRESS:

TIN:

BUSINESS STYLE:

TEL/BACK OFF	PARTICULARS	TOTAL
		PHP *****7,017.50
	BYT FOR PERFORMANCE BOND	
	SEVEN THOUSAND SEVENTY	
Received the amount of: & 50/100 ONLY		
PHP		
(*****7,017.50)		
By Check	☐ Cash	☐ Check
Drawee Bank	20006915 Number	Date

Teller's Signature:

Teller ID: 8017

Date: 05/05/21

TSN: 85

10:41

Machine Validation:

Reference: 040505050042

Amount: PHP*****7,017.50

0405-832031-609

400 LOOSE (50 x 4) SERIAL NO. CM-0302001 - CM-0322000

BIR Authority to Print No.: BAU0000322734 Date Issued: November 20, 2018 Valid Until November 19, 2023

PRINTER: APO Production Unit, Inc.

ADDRESS: PIA Bldg., Visayas Avenue, Brgy. Vlasra, Quezon City

TIN: 000-295-233-00000

Form No.: LTAD-1-LL/CS-0307-00028 OCS # 01203

Date: March 28, 2007

BIR Accreditation No.: 038MP20170000000085

Date Issued: February 15, 2017

(E & OE SUBJECT TO AUDIT)

"THIS DOCUMENT IS NOT VALID FOR CLAIM OF INPUT TAXES"

"THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP"

ANNEX "I" **PERFORMANCE EVALUATION OF 3RD PARTY CONTRACTS/AGREEMENTS**

PERFORMANCE EVALUATION OF THIRD-PARTY CONTRACTS/AGREEMENTS

END-USER/Bank Unit:
Contractor/Supplier/Consultant/Service Provider:

Contract Details			
Title/Nature			
Amount			
Signing Date			
Duration	From:		To:

Evaluation Period: From: _____ To: _____

Rate the contractor/supplier/consultant/service provider's performance based on the scale below. Encircle your answers.

0	1	2	N/A
Failed	Met Expectations	Exceeded Expectations	Not Applicable

Goods/Services were delivered on time/as scheduled.	0	1	2	N/A
Goods/Services were of good quality.	0	1	2	N/A
Business transaction with contractor/supplier/consultant/service provider was smooth/uncomplicated.	0	1	2	N/A
Contractor/Supplier/Consultant/Service Provider promptly responded to questions/concerns.	0	1	2	N/A
Contractor/Supplier/Consultant/Service Provider's resolution of issues was proper.	0	1	2	N/A
Contractor/Supplier/Consultant/Service Provider's staff was professional and courteous.	0	1	2	N/A

NOTE: Please identify instances the Contractor/Supplier/Consultant/Service Provider failed to meet expectations.

Prepared by:

Name/Position _____
Date: _____

Noted:

Name/Position _____
Date: _____

ANNEX "J"
DATA PRIVACY CONSENT FORM



Development Bank of the Philippines

DATA PRIVACY CONSENT FORM

By signing this consent form, I/we (as "Data Subject") grant my/our free, voluntary and unconditional consent to the collection and processing of all Personal Data (as defined below), and account or transaction information or records (collectively, the "Information") relating to me/us disclosed/transmitted by me/us in person or by my/our authorized agent/representative/s to the information database system of the Development Bank of the Philippines (DBP) and/or any of its authorized agents or representative/s as Information controller, by whatever means in accordance with Republic Act (R.A.) 10173, otherwise known as the "Data Privacy Act of 2012" of the Republic of the Philippines, including its Implementing Rules and Regulations (IRR) as well as all other guidelines and issuances by the National Privacy Commission (NPC).

I/we understand that my/our "Personal Data" means any information, whether recorded in a material form or not, (a) from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious and/or political affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

I/we understand, further, that DBP shall keep the Personal Data and Information and the business and/or transaction/s that I/we do with DBP (the "Business") in strict confidence, and that the collection and processing of all Personal Data and/or Information by DBP may be used for any of the following purposes (collectively, the "Purposes"):

- a. to make decisions relating to the establishment, maintenance or termination of accounts and the establishment, provision or continuation of banking/credit facilities or financial products and/or services including, but not limited to, investment, trust, insurance, loan, mortgage and/or other secured transactions, financial and wealth management products and services, ATM, credit, debit, charge, prepaid or any type of card, and otherwise maintaining accurate "Know Your Customer (KYC)" information and conducting anti-money laundering and sanctions, credit and background checks;
- b. to provide, operate, process and administer DBP accounts and services or to process applications for DBP accounts, products and/or services, including banking/financial transactions such as remittance transactions and credit/financial facilities, subscription or proposed subscription of products or services (whether offered or issued by DBP or otherwise), and to maintain service quality and train staff;
- c. to undertake activities related to the provision of the DBP accounts and services including but not limited to transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, customer profiling, term sheets or other product related materials, administration of rewards and loyalty programs;
- d. to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant / counterparty in connection with participation in various products (whether such products are offered or issued by DBP, DBP's affiliates, third parties or through other intermediaries, providers or distributors);
- e. to fulfill domestic and foreign legal, regulatory, governmental, tax, law enforcement and compliance requirements [including Philippine and/or foreign anti-money laundering, sanctions and tax obligations applicable to DBP and any of its affiliates and subsidiaries, and disclosure to any domestic or foreign market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an "Authority") pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority] and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to DBP and/or any of its affiliates and subsidiaries, their agents or providers;
- f. to verify the identity or authority of my/our family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, sureties, guarantors, other security and other individuals, representatives who contact DBP or may be contacted by DBP (collectively, the "Related Person/s") and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to DBP's then-current security procedures;
- g. for risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Data Subjects and Related Person/s, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between the Data Subject or Related Person/s, and DBP) and creating and maintaining business development plans and activities for present and future reference;
- h. to monitor and record calls and electronic communications with Data Subject/s and Related Person/s for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;
- i. for crime and fraud detection, prevention, investigation and prosecution;
- j. to enforce (including without limitation collecting amounts outstanding) or defend the rights of DBP and/or any of its affiliates and subsidiaries, its employees, officers and directors, contractual or otherwise;
- k. to perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;

l. to enable an actual or proposed assignee of DBP, or participant or sub-participant or transferee of DBP's rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;

m. to comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each, an "Industry Organization"), including assisting other financial institutions to conduct background or credit checks or collect debts;

n. to manage DBP's relationship with the Data Subject, which may include providing information about the Data Subject or a Related Person/s, to DBP and any of its affiliates and subsidiaries

o. for marketing to me/us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;

p. to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within DBP and any of its affiliates and subsidiaries and any other use of data and information in accordance with any DBP programs for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,

q. any other transactions and/or purposes analogous or relating directly thereto.

I/we acknowledge, further, that if I/we was/were to exercise any of the Rights enumerated above, DBP reserves its right to re-evaluate and/or terminate its Business with me/us as well as any of the Purposes and/or DBP services/products for which the information and/or Personal Data has been collected and processed.

I/We have read and understood the above and hereby consent to, agree on, accept and acknowledge these terms of consent for myself/ourselves and/or as agent/s for and on behalf of the principal/s I/we represent by signing below

Signed in Makati City on _____, 201_____.

Signature over Printed Name

or

Company Name

By:

Authorized Signatory
Signature over Printed Name

At the same time, I/we agree that the information shall be retained by DBP for as long as necessary for the fulfillment of any of the aforementioned Purposes, and shall continue to be retained for a period of two (2) years notwithstanding the termination of any of the above Purposes.

Further, I/we understand that, with respect to my/our submission, collection and processing of the Personal Data of Related Person/s, it is my/our duty and responsibility: (i) to inform said Related Person/s of the Purpose/s for which his/her Personal Data have been submitted, collected and processed by DBP, (ii) to obtain consent from the said Related Person/s for the collection and processing of his/her Personal Data/Information in accordance with the Data Privacy Act of 2012, and (iii) to inform DBP that such consent from said Related Person/s have been obtained.

I/we hereby acknowledge that I/we have been provided with the written notification below on my/our rights as a Data Subject (each, a "Right", collectively, the "Rights") in accordance with the Data Privacy Act of 2012, to wit:

- i. to be informed whether information and/or Personal Data is being or has been processed.
- ii. to require DBP to correct any Information and/or Personal Data relating to the Data Subject which is inaccurate;
- iii. to object to the processing of the Information and/or Personal Data in case of changes or amendments to the Information and/or Personal Data supplied or declared to the Data Subject;
- iv. to access the Information and/or Personal Data;
- v. to suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from DBP's information database system.

ADDITIONAL INFORMATION

For inquiries or complaints, you may contact the Development Bank of the Philippines (DBP), Attention to: the DBP Data Protection Officer or the DBP Customer Experience Management Department, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 818-9511 to 20/818-9611 to 20, email: info@dbp.ph.

ANNEX "K"
SUPPLIER'S SECRETARY'S CERTIFICATE FOR BOARD RESOLUTION



Rm. 13315, Orion Center Bldg. Office, Pasig City, 16005, Metro Manila, Philippines
3rd & 4th Floors, Metasystems Building, 2 Acacia Lane, corner Shaw Boulevard
Mandaluyong City, 1552, Metro Manila, Philippines

Phone: (63 2) 534-2136 to 41
Web: (63 917) 534-2136
Facsimile: (63 2) 534-6038

Email: info@metadev.com
URL: www.metasys.com



REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)
METRO MANILA)

SECRETARY'S CERTIFICATE

I, Nilo R. Tingjuy, the Corporate Secretary of Metasystems Development Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at #2 Acacia Lane Cor. Shaw Blvd., Mandaluyong City (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on May 26, 2022 at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through Board Resolution No.22-002, Series of 2022:

"RESOLVED, that the Corporation is hereby authorized to participate in the bidding of one (1) unit TallyGenicom T6820, 2000 LPM Line Matrix Printer Maintenance and Support Services SVP-2022-138 of Development Bank of the Philippines ("DBP" or the "Procuring Entity") and if awarded the project shall enter into contract with DBP;

RESOLVED, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the Corporation, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the Corporation to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the Corporation all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

Name	Position	Specimen Signature
JOHN MICHAEL BERNARDO	Manager	

RESOLVED FURTHER THAT, the Metasystems Development Inc:

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY, that the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation

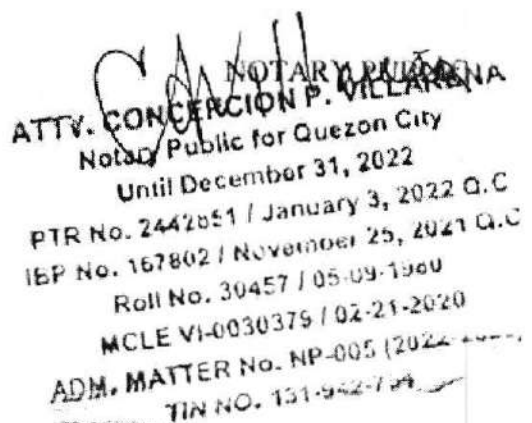
IN WITNESS WHEREOF, I have hereunto affixed my signature on this day
MAY 27 2022 at **QUEZON CITY**, Metro Manila.


Nilo R. Tingjuy
Corporate Secretary

MAY 27 2022

SUBSCRIBED AND SWORN to before me, this day of , 22 at **QUEZON CITY**, affiant exhibiting to me his/her Community Tax Certificate with no. 06579278 issued at Mandaluyong City on January 27, 2022.

Doc. No. 124
Page No. 25
Book No. 43
Series of 2022


NOTARY PUBLIC
ATTY. CONCEPCION P. VILLANUEVA
Notary Public for Quezon City
Until December 31, 2022
PTR No. 2442051 / January 3, 2022 Q.C.
IEP No. 167802 / November 25, 2021 Q.C.
Roll No. 30457 / 05-09-1960
MCLE VI-0030379 / 02-21-2020
ADM. MATTER No. NP-005 / 2022
TIN NO. 131-942-74