

AGREEMENT

This Agreement executed this 20 FEB 2025 day of _____, at QUEZON CITY by and between:

PYRO ASIA PROTECTION PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 18 Petronilo Street, Biglang Awa Subdivision, Brgy. Talipapa, Quezon City, represented herein by its authorized representative, **Mirasol R. Barte**, duly authorized for the purpose of this Agreement as evidenced by Secretary's Certificate dated December 20, 2024, attached as Annex "A", herein referred to as "SUPPLIER";

- and -

DEVELOPMENT BANK OF THE PHILIPPINES (DBP), a government financial institution duly created and operating pursuant to the provisions of Executive Order No. 86 (1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 [14 February 1998]), with principal office address at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, duly represented herein by its Vice President and Head of IT Operations Group, _____, duly authorized for the purpose of this Agreement as evidenced by Secretary's Certificate dated July 18, 2023, attached hereto as Annex "B", hereinafter referred to as "DBP".

(The Supplier and DBP shall be individually referred to as "Party" and collectively be referred to as "Parties").

ANTECEDENTS

WHEREAS, DBP is in need of a one (1)-year comprehensive preventive maintenance and support for the Fire Suppression Systems installed at the 2/F DBP Annex Building of the Main Data Center and Tape Library Room (collectively, the "Services");

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

ACCORDINGLY, 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 "C"**. 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 training industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. SERVICES

The Services covered by this Agreement are set forth in **Annex "D"**.

Maintenance services to be provided by the SUPPLIER shall be inclusive of labor and the replacement of parts once found defective such as fire suppression control panel, backup battery, smoke detectors, manual pull station, abort station, fire alarm bell, horn strobe and signages.

Remedial maintenance service shall be from 8:00 am to 5:00 pm every Monday to Saturday.

The SUPPLIER shall conduct a quarterly preventive maintenance health check with a corresponding maintenance report.

3. CONTRACT PRICE

For and in consideration of the Services under this Agreement, DBP shall pay the amount of **Pesos: FIVE HUNDRED SIXTY THOUSAND (Php 560,000.00)**, inclusive of all taxes and fees, hereinafter referred to as the "Contract Price".

4. PAYMENT TERMS AND CONDITIONS

DBP shall pay the corresponding 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 sales invoice and submission of quarterly preventive maintenance report, and the issuance by DBP of the Certificate of Acceptance, as well as the SUPPLIER's submission of the documentary requirements provided to the SUPPLIER, 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, TERMINATION AND CANCELLATION

- A. TERM.** The Agreement shall be effective from the date of signing hereof for a period of **ONE (1) YEAR** which shall commence upon the SUPPLIER's receipt of the Notice to Proceed. The Agreement may 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 and 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 based on the agreed price.
 - 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 Warranty 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 Agreement 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 "E"**) 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; provided however that if issued by a foreign bank, it shall be confirmed or authenticated by a universal or commercial bank | Five percent (5%) | Php 28,000.00 |
| 2. Surety Bond | Thirty percent (30%) | Php 168,000.00 |

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.

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.

The Performance Security shall only be released after the issuance of the Certificate of Final Acceptance, provided that DBP has no claims filed against the SUPPLIER and that all conditions imposed under the Agreement have been fully met.

7. WARRANTY

The SUPPLIER warrants the correctness and good quality of the Services it shall provide hereunder and that such Services conform to the Technical Specifications hereto attached as **Annex "F."**

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 it shall give DBP, the BSP, and other regulatory agencies the right to audit/examine the/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, provided that any such audit shall not take place at SUPPLIER's place of business, rather any such information requested by DBP to be audited shall be requested by DBP and such information shall be provided by 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 reasonable 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. Such amount shall be deducted from any money due or which may become due to the SUPPLIER, or collected from any securities or warranties posted by the SUPPLIER, whichever is convenient to DBP. Once the amount of liquidated damages reaches ten percent (10%) of the Contract Price, 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 "G"** 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 SUPPLIER 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.

SUPPLIER will hold Client Personal Information as long as is necessary for performing, or having performed, its obligations under the Agreement, and for ensuring, after Services have been provided, that such Client Personal Information is held for a period not exceeding five (5) years. Upon request by DBP, SUPPLIER shall ensure that Client Personal Information is de-identified in SUPPLIER's application databases. If DBP wishes to obtain a copy of its Client Personal Information prior to it being de-identified, then it may request a copy, in a reasonable format, and SUPPLIER shall provide that copy, at DBP's cost, to DBP within 30 days of the written request. For purpose of this paragraph, "Client Personal Information" means any information about a person obtained by SUPPLIER on behalf of DBP that could be used to identify that person, including a name, email address, or voice sample.

The SUPPLIER being the Personal Information Processor shall:

1. Process the personal data only upon the documented instructions of the personal information controller, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
2. Ensure that an obligation of confidentiality is imposed on persons authorized to process the personal data;
3. Implement appropriate security measures and comply with the Act, these Rules, and other issuances of the National Privacy Commission ("Commission");

4. Not engage another processor without prior instruction from the personal information controller: Provided, that any such arrangement shall ensure that the same obligations for data protection under the contract or legal act are implemented, taking into account the nature of the processing;
5. Assist the personal information controller, by appropriate technical and organizational measures and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights;
6. Assist the personal information controller in ensuring compliance with the Act, these Rules, other relevant laws, and other issuances of the Commission, taking into account the nature of processing and the information available to the personal information processor;
7. At the choice of the personal information controller, delete or return all personal data to the personal information controller after the end of the provision of services relating to the processing: Provided, that this includes deleting existing copies unless storage is authorized by the Act or another law;
8. Make available to the personal information controller all information necessary to demonstrate compliance with the obligations laid down in the Act, and allow for and contribute to audits, including inspections, conducted by the personal information controller or another auditor mandated by the latter; and
9. Immediately inform the personal information controller if, in its opinion, an instruction infringes the Act, these Rules, or any other issuance of the Commission.

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, pandemic, 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. AFTER SALES SUPPORT

The SUPPLIER shall provide 24 x 7 onsite , telephone and email support within the allowed response time and resolution time as follows:

| Severity | Description | Response Time | Resolution Time |
|----------|--|-------------------------------|---|
| 1 | The customer production system is not operational. The problem affects more than ninety percent (90%) of the users and a solution is not available. | Within thirty (30) minutes | Four (4) hours resolution time on Supplier's assessment to provide the solution |
| 2 | The customer production system is operational but has a major feature that is not operational, or unstable with periodic interruptions. | Within four (4) hours | Twelve (12) hours resolution time on Supplier's assessment to provide the solution |
| 3 | The system is generally available and functional for a significant number of users. An interim solution is available to keep the system operational. | Within twenty-four (24) hours | Within the next twenty-four (24) hours resolution time or based on Supplier's assessment to provide the solution. |

In case of extended downtime that affect the operations of DBP (beyond the four (4)-hour resolution time) due to unresolved problem, the SUPPLIER shall provide a component of the Fire Suppression System affected with a service

unit and should be the same or greater configuration and specification as that of the existing unit/s.

Replacement unit with the same or greater configuration and specification as that of the existing unit/s must be provided upon confirmation of the SUPPLIER that the component is defective and/or beyond repair.

If the problem resolution activity extends beyond twenty-four (24) hours, the SUPPLIER shall submit a report on the status such as but not limited to the most recent and/or ongoing activity and the Estimated Time of Resolution (ETR).

18. GOVERNING LAW, DISPUTE RESOLUTION 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.

All disputes and controversies that may arise from this Agreement involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.

In case of failure to settle amicably the dispute upon the lapse of thirty (30) days from either Party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon lapse of such extended period as the parties may agree in writing) shall be submitted to arbitration in accordance with Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004).

Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the appropriate courts of Makati City, to the exclusion of other courts of equal jurisdiction.

19. 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 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.

20. 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 "H")

For the DBP:

| | | |
|-----------|---|--|
| Name | : | Development Bank of the Philippines |
| Address | : | DBP Bldg., Sen. Gil Puyat Avenue corner Makati Avenue, Makati City |
| Attention | : | Mgr. Jackleen G. Ramos |
| Fax No. | : | (02) 8896-8014 local 3212 |

In the event any Party changes its address, it shall notify the other Party of the change of address in writing within five (5) calendar days from the date the change of address took effect.

21. 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.

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 | : | SUPPLIER's Secretary's Certificate |
| Annex B | : | DBP's Secretary's Certificate |
| Annex C | : | Definitions |
| Annex D | : | Services |
| Annex E | : | Performance Security |
| Annex F | : | Technical Specifications |
| Annex G | : | Confidentiality |

- Annex H : Address
- Annex I : Notice of Award
- Annex J : Performance Evaluation of 3rd Party
Contracts/Agreements
- Annex K : Data Privacy Consent Form

The Parties shall endeavor to harmonize the provisions of this Agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency.

24. SUCCESSORS-IN-INTEREST

Use 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, consolidations and/or change in the name of DBP, the latter or its successor/s-in-interest can still avail of the Services under the terms of this Agreement provided that there is prior written notice to the SUPPLIER.

25. SUB-CONTRACTING

Subcontracting of the Services or any portion of the Agreement is not allowed.

26. 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.

27. 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 BIR 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.

28. 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.

29. 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.

30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the ____ day of _____, in _____.

PYRO ASIA PROTECTION DEVELOPMENT BANK OF THE
PHILIPPINES, INC. PHILIPPINES
"SUBDITED" "DBP"
{ Bv:

(SIGNED)
MIRASOL R. BARTE
Authorized representative

(SIGNED)
Vice President
Head, IT Operations Group

(SIGNED) Signed in the presence
RONALYN CAVA
Sales and Marketing Manager

(SIGNED)
Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this
20 FEB 2025 day of 2025, personally appeared the following:

| Name | Government ID Presented | Place and Date Issued |
|---|-------------------------|-----------------------|
| PYRO ASIA PROTECTION PHILIPPINES, INC. Represented by: MIRASOL R. BARTE | | |
| Development Bank of the Philippines Represented by: PATRICIA T. ROQUE | | |

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 an **Agreement** which consists of thirty (31) pages, including herein Annexes and the page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

Doc. No. 85;
Book No. 17;
Page No. 6;
Series of 2025.

(SIGNED)
ATTY. RAMIRO S. OSORIO
NOTARY PUBLIC FOR AND IN QUEZON CITY
ROLL NO. 35267
IBP Lifetime No. 1683
MCLE COMPLIANCE NO. V10032455
PTF No. 4677329 / 2025-9-02
MY COMMISSION EXPIRES ON 31 DECEMBER 2025
3-V-8 Del Nacia Compound, Forest Hills Subd., Gulod, Nova., QC.
AM