

## ATM MAINTENANCE SERVICES AGREEMENT

This **ATM Maintenance Services Agreement** (the "Agreement") executed this day of \_\_\_\_\_, 2025 at \_\_\_\_\_ by and between:

**DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution created and operating pursuant to the provisions of Executive Order No. 81, the 1986 Revised Charter of DBP, as amended by Republic Act No. 8523 dated 14 February 1998, with principal office at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented in this act by its **President and Chief Executive Officer, MR. MICHAEL O. DE JESUS**, duly authorized for the purpose of this Agreement as evidenced by Secretary's Certificate dated 16 December 2025, attached as Annex K, hereinafter referred to as "**DBP**";

- and -

**NCR CORPORATION (PHILIPPINES)**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 17/F Makati Skyplaza, 6788 Ayala Avenue, San Lorenzo, Makati City, represented in this act by its **Country Services Director, MR. CHRISTOPHER DONALD ROSS**, duly authorized for the purpose of this Agreement as evidenced by Secretary's Certificate dated 17 June 2025, hereinafter referred to as "**SERVICE PROVIDER**";

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

WITNESSETH: That

**WHEREAS**, DBP is in need of maintenance and support services (the "Services") for its SELFSEV AUTOMATED MACHINES (ATMs) (the "Hardware"), which Hardware was deployed by DBP bank wide;

**WHEREAS**, the SERVICE PROVIDER has offered to provide the Services and DBP has agreed to procure said Services with the SERVICE PROVIDER through Direct Contracting as an alternative method of procurement under the Implementing Rules and Regulations of Republic Act No. 12009 for DBP's continued operations, support and maintenance of the Hardware;

**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. SCOPE OF SERVICES

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: Twenty-Nine Million Three Hundred Fifty-Seven Thousand One Hundred Forty-Seven and 52/100 (PhP29,357,147.52) for a period of twelve (12) months, or at Pesos: Six Thousand Seven Hundred Forty-Eight and 34/100 (PhP6,748.34) per month per ATM**, 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 to the SERVICE PROVIDER via credit to its deposit account with DBP within fifteen (15) calendar days from its receipt of the SERVICE PROVIDER's official receipt and the issuance by DBP of the Certificate of Acceptance, as well as the SERVICE PROVIDER's submission of the documentary requirements enumerated under the Terms of Reference under Annex G, if any, subject to the usual government audit/accounting/procurement policies, provided the SERVICE PROVIDER 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 SERVICE PROVIDER. 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 SERVICE PROVIDER. The **Certificate of Creditable Tax Withheld** at Source shall be submitted by DBP to SERVICE PROVIDER within fifteen (15) calendar days from receipt of payment by the SERVICE PROVIDER.

#### 5. TERM AND TERMINATION

- A. TERM.** This Agreement shall be for a period of twelve (12) months commencing on **01 July 2025** and will end **30 June 2026** 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 SERVICE PROVIDER shall set a termination date with an advance thirty (30)-calendar day written notice to DBP in writing and the following shall apply:
1. The SERVICE PROVIDER 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 SERVICE PROVIDER but not yet invoiced.
  3. When payments have been made by DBP, the SERVICE PROVIDER shall deliver all materials and other deliverables due as of termination date.
- D. TERMINATION DUE TO SERVICE PROVIDER'S DEFAULT.** In the event of termination due to the SERVICE PROVIDER'S default, DBP shall set a termination date in writing and the SERVICE PROVIDER 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 prorated 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 anytime upon the instruction of the Bangko Sentral ng Pilipinas (BSP). If this Agreement is terminated by either Party without cause, such Party shall set a termination date in writing and the following shall apply:

1. 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. If payment for the entire Contract Price has been made, the SERVICE PROVIDER shall refund to DBP in a form of Credit Note, within fifteen (15) days from receipt of written notice thereof, the applicable Contract Price from termination date to expiry date of the Agreement pro-rated on a per month basis.
3. DBP shall pay for any agreed deliverables as stated in the Agreement, delivered by the SERVICE PROVIDER but not yet invoiced.
4. When payments have been made by DBP, the SERVICE PROVIDER shall deliver all materials and other deliverables due as of termination date.
5. The foregoing shall be without prejudice to the Parties' rights to claim such other costs/damages under prevailing laws or pursuant to this Agreement.

**F. TRANSITION ASSISTANCE.** In the event of termination for any cause, the SERVICE PROVIDER 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 of the SERVICE PROVIDER, the SERVICE PROVIDER 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 SERVICE PROVIDER and/or the surviving or consolidated corporation submits proof of such merger or consolidation acceptable to DBP.

**G. BUSINESS CONTINUITY PLAN.** The SERVICE PROVIDER 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 SERVICE PROVIDER convert to other service providers or other arrangements.

**H. OUTSOURCING FRAMEWORK MANDATED BY THE BANGKO SENTRAL NG PILIPINAS (BSP):**

- i. Remedies for the bank in the event of change of ownership, assignment, attachment of assets, insolvency, or receivership of the service provider, and
- ii. Provision allowing the bank to cancel the contract by contractual notice of dismissal or extraordinary notice of cancellation if so required by the Bangko Sentral ng Pilipinas.

## **6. WARRANTY SECURITY**

The obligation for the twelve (12) months warranty, reckoned from the date of acceptance, shall be covered by either retention money in an amount equivalent to



five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total Contract Price. The said amounts shall only be released after the lapse of the Term, provided, however, that the Services delivered are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met.

The Security shall be effective and in full force and effect for a period of twelve (12) months from the date of posting. In the event of any extension of the term of this Agreement, the security shall be renewed accordingly.

The Security shall be denominated in the Philippine Pesos and posted in favor of the DBP, which shall be forfeited in the event it is established that the Service Provider is in default in any of its obligations under this Maintenance Agreement..

Should the Service Provider, based on any of the conditions stipulated under the Term and Conditions, terminate this Agreement, (except if the cause of termination is default or breach by DBP), the Security shall be forfeited in favor of DBP without any need of judicial action. Furthermore, any changes in the agreement shall not require the prior approval of the surety and shall in no way annul, release, or limit the liability of the Service Provider.

## **7. WARRANTY**

- A.** The SERVICE PROVIDER warrants during the effectivity of the Agreement, the quality and workmanship of all Services to be provided and that all parts or components supplied by the SERVICE PROVIDER with prior notice to and approval of DBP are of good quality and are suited to the requirements of the Equipment. The SERVICE PROVIDER shall be liable to DBP for any and all damage or expense caused by or arising from such services or components/parts by the SERVICE PROVIDER under this Agreement or as a result of its faulty maintenance or servicing DBP's Equipment.
- B.** To ensure continuity of quality service on the ATMs being warranted by the SERVICE PROVIDER, ATMs reaching expiration of its warranty shall be automatically enrolled to the Maintenance Agreement subject to terms and condition stipulated in the agreement.

## **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 SERVICE PROVIDER 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 SERVICE PROVIDER in order to review the same in relation to the Services; and, (iii) necessary financial information of the SERVICE PROVIDER.

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

The SERVICE PROVIDER 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.** The Parties acknowledge the potential risks and liabilities that may result from the unauthorized dispensation of cash in ATMs located nationwide in the course of rendering the Services (the "Incident") pursuant to Sections

10 (c) and 11 of this Agreement. By signing this Agreement, the SERVICE PROVIDER further agrees that the liability incurred during the effectivity of the Agreement shall survive notwithstanding the expiration thereof and that this Agreement shall not be construed as a waiver of such liability but an assumption of an increased level of responsibility for the SERVICE PROVIDER's actions and a recognition that as a consequences of failing to fulfill its obligations under this Agreement, it shall be liable for such breach or violation and damages arising therefrom.

- B. In case the SERVICE PROVIDER 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 total Contract Price for every day of delay until actual delivery or performance. The aggregate liquidated damages shall not exceed 10% of the total contract value. 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.
- C. The SERVICE PROVIDER will be liable for loss or damages solely caused as a consequence of negligence or willful misconduct of employees, personnel, or representatives of the SERVICE PROVIDER. The obligations of the SERVICE PROVIDER under this provision shall survive the termination of this Agreement.
- D. Notwithstanding anything to the contrary contained in this Agreement, (i) neither party will be liable for any indirect, incidental, consequential, special or punitive loss or damages, or for loss of profits, revenue, time, opportunity, whether under contract, tort, product liability, statute, equity or otherwise; (ii) Aggregate liability of the SERVICE PROVIDER under the Agreement shall not exceed the total annual fees payable by DBP to the SERVICE PROVIDER, provided that this limitation shall not apply to (i) the cost of repairing or replacing defective equipment, as may be applicable herein; (ii) damage to Bank's property or personal injury or death caused by SERVICE PROVIDER's gross negligence or willful misconduct; and (iii) fraud caused by SERVICE PROVIDER'S employees, personnel or representatives.

#### **11. LIABILITY OF SERVICE PROVIDER IN CASES OF SOFTWARE GLITCH**

The SERVICE PROVIDER shall be liable and shall have the obligation in favor of DBP in cases of discrepancy, such as but not limited to cases wherein DBP will incur loss due to **incorrect** hardware configuration (such as but not limited to incorrect currency cassette configuration) and/or incorrect re-loaded ATM software based on the actual and required configuration for DBP ATM.

#### **12. NON-INDEMNITY**

DBP, its shareholders, board members, officers, personnel, workers, agents, or representatives shall be held free and harmless against any claim, suit or injury, and the corresponding reasonable costs or expenses, resulting from the negligent act or omission of the SERVICE PROVIDER in relation to the performance of its obligations under the Agreement in accordance with the terms and conditions of the Agreement.

#### **13. CONFIDENTIALITY**

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

#### **14. DATA PROTECTION AND SEGREGATION**

Unless prohibited by applicable law, the SERVICE PROVIDER 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 SERVICE PROVIDER, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The SERVICE PROVIDER shall be responsible for maintaining the confidentiality of DBP Information.

Whenever applicable in performing its obligations under this Agreement, the SERVICE PROVIDER 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 and the protection of personal information.

## **15. 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

## **16. PROPRIETARY AND OWNERSHIP**

All of the copyright and intellectual property rights in the Documentation and all copies thereof are owned by the SERVICE PROVIDER 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 26 hereof, "*Successors-In-Interest*."

## **17. 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.

## **18. 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 within thirty (30) calendar days from 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.

**19. ASSISTANCE ON DAMAGED ATM CAUSED BY TYPHOON, CALAMITY OR FIRE**

The SERVICE PROVIDER ensures assistance to DBP in the assessment of affected ATM during ATM disposal damaged by typhoon, calamity, or fire.

**20. 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. The Parties herein shall exert their best effort to settle amicably all disputes arising out of or in connection with this Agreement, or in the interpretations, enforcement, and implementation thereof. Any dispute among the Parties as to matter arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt of a Party's request for such amicable settlement may be submitted by the Parties for arbitration in accordance with Republic Act (RA) No. 876 in relation to RA No. 9285 and its implementing Rules and Regulations. The venue of arbitration shall be in Makati City. By executing this Agreement, the Parties consent to the submission of all disputes arising from the interpretation, enforcement, and implementation of this Agreement to arbitration.

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.

**21. ACKNOWLEDGMENT OF TRANSPARENCY OF TRANSACTION**

The SERVICE PROVIDER 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 SERVICE PROVIDER. The SERVICE PROVIDER 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 SERVICE PROVIDER commits itself to conduct its business professionally and ethically by implementing necessary policies and procedures to reasonably supporting DBP in 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 SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, 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.

## **22. 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 email at the proper email address of a party hereto as specified below, when receipt is acknowledged, addressed as follows:

For the SERVICE PROVIDER: **(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	SM Henson G. Casalem
Email Address	hgcasalem@dbp.ph / ecod@dbp.ph

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.

## **23. SEVERABILITY AND NON-ASSIGNABILITY**

Should any provision of this Agreement be declared or become illegal, the legality and validity of the other provisions of this Agreement shall not be affected.

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.

## **24. 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 SERVICE PROVIDER to the former within twelve (12) months from the day of the termination of this Agreement unless there is a written waiver from the SERVICE PROVIDER.

## **25. ANNEXES**

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

Annex A	: Definition of Terms
Annex B	: Hardware/Equipment/ATMs
Annex C	: Scope of Services
Annex D	: Confidentiality
Annex E	: Notice to Service Provider
Annex F	: Notice of Award
Annex G	: Terms of Reference
Annex H	: Performance Evaluation of 3rd Party Contracts/Agreements
Annex I	: Data Privacy Consent Form
Annex J	: Service Provider's Secretary's Certificate
Annex K	: DBP's Secretary's Certificate

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. In the event of any



conflict between the provisions of this Agreement including the annexes and the Terms of Reference, the terms of the Terms of Reference shall prevail.

**26. 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.

**27. SUCCESSORS-IN-INTEREST**

The availment of the Services by DBP's affiliates, subsidiaries and/or acquired companies shall be subject to prior written notice to the SERVICE PROVIDER. 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 SERVICE PROVIDER of such transfer of the Services.

**28. SUB-CONTRACTING**

- a. Subcontracting of any portion of the Services does not relieve the SERVICE PROVIDER of any liability or obligation under the Agreement. The SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER to provide a replacement, with qualifications and experience acceptable to DBP, or to require the SERVICE PROVIDER to resume the performance of the work itself.

**29. 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.

**30. SUBMISSION OF TAX CLEARANCE**

As required under Executive Order (EO) 398, the SERVICE PROVIDER 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 SERVICE PROVIDER, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The SERVICE PROVIDER shall pay taxes in full and on time and that failure to do so will entitle DBP to suspend or terminate this Agreement.

**31. ENTIRE AGREEMENT**

All terms and conditions of this Agreement, except as herein amended or those inconsistent herein, are hereby confirmed and reiterated and shall be deemed to be subsisting and in full force and effect.

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, subject to the immediately paragraph.

### 32. 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 \_\_\_\_\_, 2025 in \_\_\_\_\_.

**DEVELOPMENT BANK OF THE PHILIPPINES**  
(SIGNED)

**NCR CORPORATION PHILIPPINES**  
(SIGNED)

**MICHAEL O. DE JESUS**  
President and Chief Executive Officer

**CHRISTOPHER DONALD ROSS**  
Country Services Director

Signed in the presence of:

For DBP (SIGNED)

(SIGNED)

\_\_\_\_\_  
Sgt. Carolyn A. Ormado

\_\_\_\_\_  
Henry Castillo

*[Handwritten signatures and initials]*  
M. ...  
CK ...  
Me.

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Makati City ) SS.

**BEFORE ME**, a Notary Public for and in the City of Makati, Philippines, this 17 DEC 2025  
day of \_\_\_\_\_ 2025, personally appeared:

Name	Government ID Presented	Place and Date Issued
<b>Development Bank of the Philippines</b> Represented by: <b>MICHAEL O. DE JESUS</b>		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he has the authority to sign in behalf of his corporation. The foregoing document is an ATM Maintenance Services Agreement which consists of sixty (60) pages with the corresponding Annexes, including this page where this Acknowledgment is written.

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

Doc. No. 368 ;  
Page No. 75 ;  
Book No. 1 ;  
Series of 2025.



*[Signature]*  
ATTY. BRANIEL I. MONZON  
Notary Public for the City of Makati  
Appointment No. M-453 until December 31, 2026  
Roll of Attorneys No. 52257  
IBP Lifetime No. 018404 01/05/2018  
PTR Exempt under R.A. 7160  
MCLE Compliance No. 0005475  
10F DBP Makati Head Office, Sen. Gil J. Puyat Ave., Makati City



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
MAKATI CITY ) SS.

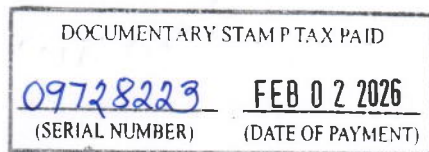
**BEFORE ME**, a Notary Public for and in the City of MAKATI CITY, Philippines,  
this \_\_\_\_ day of FEB 02 2026 2026, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
<b>NCR Corporation (Philippines)</b> Represented by: <b>CHRISTOPHER DONALD ROSS</b>		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that she has the authority to sign in behalf of her corporation. The foregoing document is an ATM Maintenance Services Agreement which consists of sixty (60) pages with the corresponding Annexes, including this page where this Acknowledgment is written.

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

Doc. No. 305 ;  
Page No. 62 ;  
Book No. 1 ;  
Series of 2026.



(SIGNED)

**ATTY. STEPHEN ANTHONY T. ILAGUISON**  
Notary Public until 31 December 2026  
19th/F BDO Plaza, 8737 Paseo de Roxas, Makati City  
PTR No. 10764860, Makati City, 05 January 2026  
IBP No. 587427, Quezon City, 05 January 2026  
Roll No. 47676, Appointment No. M-161  
MCLE Compliance No. VHI:8814711; 16 Oct 2024