

SERVICES AGREEMENT

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

MR. JOSE ANTON C. VILLABLANCA DE MENDOZA, Filipino, of legal age, doing business under the trade name and style of "**HOLIFIT HOLISTIC FITNESS CENTER**", duly organized and existing under Philippine laws, with principal office at 42 Washington Street Merville Park Subdivision Merville, Paranaque, Philippines, herein referred to as "**SERVICE PROVIDER**";

- 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 14 February 1998, with principal office at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented in this act by its Senior Vice President and Head of Human Resource Management Group, **MR. ROMEO B. SARANDANO**, duly authorized for the purpose of this Agreement as evidenced by Secretary's Certificate dated _____ attached as Annex "**H**", hereinafter referred to as "**DBP**"

(The **SERVICE PROVIDER** and **DBP** shall each be referred to as a "Party" and collectively referred to as "Parties").

ANTECEDENTS

WHEREAS, **DBP** is in need of a service provider that can implement its three (3)-month nutrition program for its employees (the "Services");

WHEREAS, the **SERVICE PROVIDER** has offered to provide the Services and **DBP** has agreed to accept the same and procure the Services of the **SERVICE PROVIDER** through Small Value Procurement as an alternative method of procurement under the Revised Implementing Rules and Regulations of Republic Act No. 12009, otherwise known as the "New Government Procurement Act";

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 "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. TERMS OF REFERENCE

The Terms of Reference (TOR) covered by this Agreement are set forth in **Annex "B"**.

3. CONTRACT PRICE

For and in consideration of the Services under this Agreement, **DBP** shall pay the amount of **PESOS: ONE HUNDRED EIGHTY-NINE THOUSAND EIGHT**

HUNDRED SIXTY-SEVEN and 37/100 (Php189,867.37), inclusive of all 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**, in accordance with the percentage of payment and timeline per deliverables/milestones/activities under the TOR (Annex "B"), via post-dated check within thirty (30) working days from receipt of the **SERVICE PROVIDER's** sales invoice or statement of account and the issuance by **DBP** of the Certificate of Completion, as well as the **SERVICE PROVIDER's** submission of other documentary requirements enumerated under the TOR hereof, 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.** The Agreement shall be for a period of **three (3) months effective upon issuance of the Notice to Proceed**. This 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 DBP.** **DBP** has the sole authority to terminate this Agreement at any time if the **SERVICE PROVIDER** failed to generate a positive performance to be conducted by **DBP** in accordance with the established metrics referred to in Section 8 of this Agreement.
- C. 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 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.
- D. 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, change in ownership, assignment, attachment of assets, insolvency, or receivership 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**.

E. 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.

6. WARRANTY

The **SERVICE PROVIDER** warrants the correctness and good quality of the Services it shall provide hereunder.

7. 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.

8. RIGHT TO AUDIT AND CORRECTIVE ACTION CLAUSES

The **SERVICE PROVIDER** agrees that it shall give **DBP**, the Bangko Sentral ng Pilipinas (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 **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 the **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**.

The immediately preceding fiscal/calendar year-end was last independent and/or third-party audit/review upon **DBP**.

9. LIABILITY CLAUSE

A. LIQUIDATED DAMAGES

In the event that the **SERVICE PROVIDER** fails to comply with the terms and conditions of this Agreement or fails to satisfactorily deliver the Services within the prescribed timelines, inclusive of duly approved extensions, **DBP** shall, without prejudice to any other rights and other remedies under this Agreement, R.A. No. 12009, its implementing rules and regulations, and other applicable laws, deduct from the Contract Price, as liquidated damages, an amount equivalent to one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every calendar day of delay until actual delivery or performance. Once the total amount of liquidated damages reaches ten percent (10%), **DBP** may rescind or terminate this Agreement pursuant to Section 5 hereof, without prejudice to any other legal remedies available to it under applicable laws.

B. LIABILITY AND INDEMNIFICATION

The **SERVICE PROVIDER** shall be liable for, and shall indemnify and hold **DBP**, its directors, officers, employees, successors, and assigns free from, any and all claims, liabilities, damages, losses, costs, expenses, suits or causes of action of whatever nature or kind, arising directly from or in connection with the performance of this Agreement, including those resulting from the acts or omissions of the **SERVICE PROVIDER**, its employees, personnel or authorized representatives, during the effectivity of this Agreement, in accordance with R.A. No. 12009, its implementing rules and regulations, and other applicable laws. The obligations of the **SERVICE PROVIDER** under this provision shall survive the termination of this Agreement but only with respect to claims, demands or causes of action arising from acts or omissions that occurred during the term of this Agreement and subject to applicable prescriptive periods under existing laws.

10. CONFIDENTIALITY

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

In the event of any violation of Republic Act No. 1405 (the "Bank Secrecy Law"), the Parties shall be solidarily liable, thus, **DBP** may take action against the **SERVICE PROVIDER** for breach of confidentiality or any form of disclosure of Confidential Information, and the **SERVICE PROVIDER** may be held liable for the applicable penalties as may be provided by prevailing laws, rules and regulations.

11. DATA PROTECTION AND SEGREGATION

Unless prohibited by applicable law, either Party may disclose the other Party's 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 the other Party has been secured, and provided further that the first Party, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The receiving Party shall be responsible for maintaining the confidentiality of the disclosing Party's Information.

Whenever applicable in performing its obligations under this Agreement, both Parties 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.

12. PROPERTY RIGHTS

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**.

13. WAIVER

No waiver of any Party with respect to a breach or default of any specific 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.

14. FORCE MAJEURE

In case of the occurrence of force majeure, such as but not limited to earthquakes, storms, floods, fires, epidemics, pandemics, quarantines, 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, other than payment, 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.

15. GOVERNING LAW AND VENUE OF ACTION

This Agreement shall be governed and construed in accordance with the provisions of Republic Act No. 12009, otherwise known as the "New Government Procurement 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, to the exclusion of all other venues and courts of law.

16. 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 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 **SERVICE PROVIDER's** nature of business and for the duration of its business relationship with the **DBP**.

Furthermore, in compliance with the Section 81 of Republic Act No. 12009 or the "New Government Procurement 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.

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

17. 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 **SERVICE PROVIDER: (Please see Annex "D")**

For the **DBP:**

Name	:	Development Bank of the Philippines
Address	:	DBP Bldg., Sen. Gil Puyat Avenue corner Makati Avenue, Makati City
Attention	:	Dr. Ma. Theresa G. Fiji-Aliga
Tel No.	:	(02) 8818-9511 local 3500

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.

18. 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.

19. NO POACHING CLAUSE

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**.

20. ANNEXES

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

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

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 Terms of Reference, the terms of the Terms of Reference shall prevail.

21. MATERIALITY OF OUTSOURCING ARRANGEMENT

Pursuant to BSP Circular No. 1137, series of 2022 amending Section 112 of the Manual of Regulations for Banks, the Services outsourced herein are considered non-material by **DBP** as evidenced by its internal documentation, hence the requirement for prior approval of the BSP is not applicable.

22. SUCCESSORS-IN-INTEREST

Availment of the Services by **DBP's** affiliates, subsidiaries and/or acquired companies shall be subject to the prior written notice to the **SERVICE PROVIDER**. 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 the Services under the terms of this Agreement provided that there is prior written notice to the **SERVICE PROVIDER** of such availment of the Services.

23. 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.
- c. In the event transition to an alternate service provider is necessary in view of unforeseen circumstances, the **SERVICE PROVIDER** shall provide the necessary Transition Assistance under Section 5 hereof and in accordance with the requirements under R.A. No. 12009 (the "New Government Procurement Act").

24. 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.

25. SUBMISSION OF TAX CLEARANCE

As required under Executive Order (EO) No. 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.

26. 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.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

DEVELOPMENT BANK OF THE PHILIPPINES
By:

Service Provider
By:

(SIGNED)

Senior vice President and
Head, Human Resource Management
Group

(SIGNED)

JOSE ANTON C. VILLABLANCA DE MENDOZA
Proprietor of **HOLIFIT HOLISTIC FITNESS CENTER**

Signed in the presence of

(SIGNED)

Witness for DBP
Head of Management

(SIGNED)

Witness for the Service Provider

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this
day of 04 FEB 2026 2026, personally appeared the following:

Name	Government ID Presented	Place and Date Issued
Development Bank of the Philippines		
Represented by:		
Romeo B. Carandang		

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 persons in the foregoing document who exhibited to me the above ID., that she 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 principal.

The foregoing document is a **Services Agreement** which consists of twenty-one (21) pages, including the 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. 493 ;
Page No. 100 ;
Book No. 11 ;
Series of 2026.

DSK NO: 04950380

(SIGNED)

ATTY. BRANIEL ILUMINADO T. 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 _____
Philippines, this _____ day of _____ 2026, personally appeared: the
following: FEB 04 2026

Name	Government ID Presented	Place and Date Issued
Jose Anton C. Villablanca de Mendoza		

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 his free and voluntary act and deed.

The foregoing document is a **Services Agreement** which consists of twenty-one (21) pages, including the 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.

(SIGNED)

Doc. No. 162
Page No. _____
Book No. 34
Series of 2026. 71

ATTY. DARWIN B. SANTOS
Notary Public for Makati City
Until December 31, 2027
Appointment No. 11-009
Roll of Attorney No. 57352
IBP No. 010313-Lifetime Member December 29, 2011
PTR No. 10765515/Jan. 2, 2026/Makati City
MCLE Compliance VIII No. 0022165/April 14, 2028
Unit 1 A MyHome Residences, 9051 San Nicolas St.
Guadalupe Nuevo, Makati City

