

PAYMENT REQUEST FORM

Date Requested: 24-Aug-21
Requestor's Name: JENIFER RAPISTA
Company: DTC
Department/Branch: ADMIN DEPT.
Amount: 3,000.00

Date Needed: 08-Sep-21
Start:
End:

Note: Maximum allowable Date needed is 15 working days from date of request, liquidation is on or before 5 working days after completion of purpose.

Detailed Purpose: CONSULTANCY FEE for ENGR. JOHN HENDRE MENDOZA BALUYOT
TECHNICIAN PERSONNEL FOR NTC NEW APPLICATIONS AND RENEWALS REQUIREMENTS

Attachment (please specify): Approval screenshot, Notarized Consultancy Agreement

REQUESTED BY: JENIFER RAPISTA
Requestor's/print name & signature

☐ CASH ☒ DEPOSIT

BANK ACCOUNT DETAILS FOR DIRECT DEPOSIT
Bank/Branch: BPI
Account Name: JOHN HENDRIE BALUYOT
Account Number: 8829-0773-38

APPROVED BY:
Immediate Head print name & signature

Executive (if applicable)

Note: Accounting Department processes payables is 3 working days upon received of original Payment Request Form. Please attached approved quotation or any proof that can support. This form will be used for NON P.O item such as contract & permits, meal allowance, transportation and etc.

FOR ACCOUNTING USE ONLY

Accounting Dept:		Finance Department	
Received by:	Processed by:	Verified by:	Approved by:
Print name & signature	Print name & signature	Print name & signature	Print name & signature

# of Months	PF FEE/QUARTER	# OF QUARTER	TOTAL
MAY, 2022 - JULY 31, 2022	3,000	1	₱3,000.00
TOTAL			₱3,000.00

CONSULTANCY AGREEMENT

This Agreement made and entered into on this **20 SEP 2021** day of August 2021 at Quezon City by and between:

JOHN HENDRIE MENDOZA BALUYUT, of legal age, Filipino and currently residing at No. 51 Masagana Street, Barangay Sindalan, San Fernando City, hereinafter referred to as "**CONSULTANT**".

-and-

DIGITS TRADING CORPORATION, a corporation duly organized and existing under Philippine laws, with principal office at Number 56 Mayor Ignacio Santos Diaz St Barangay San Martin de Porres, Quezon City, represented herein by its Corporate Secretary, **HOWARD PAW**, and hereinafter referred to as "**DIGITS**";

WITNESSETH: That

WHEREAS, DIGITS wish to engage an independent contractor for the performance of the services described herein;

WHEREAS, CONSULTANT warrants that he is qualified to perform such services and is willing to accept the engagement;

WHEREAS, subject to the terms and conditions herein provided, DIGITS has agreed to contract the services of said CONSULTANT.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter set forth, the parties hereby agree as follows:

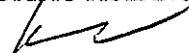
1. The relationship between CONSULTANT and DIGITS shall be governed by this Agreement, which shall commence on 01 August 2021 for a period of twelve (12) months or until 31 July 2022 unless otherwise agreed by both parties to extend the contract. Either party may terminate this Agreement for any cause whatsoever by giving written notice to the other party at least thirty (30) working days prior to the intended date thereof.
2. All services to be provided must be performed with promptness and diligence in a professional manner, and at a level of proficiency to be expected considering the background and experience you have represented to have. The company shall provide you access to its information, property and personnel as may be reasonably required in relation to your performance of consultancy services.
3. You will provide the services and necessary assistance for the company to collate, compile and submit the necessary documents in connection with our WDN application to the National Telecommunications Commission and to appear in behalf of the company or its affiliates in cases required by the National Telecommunications Commission or any related or applicable government agency.
4. You will put at our disposal your knowledge and experience relating to the activities aforementioned.
5. You warrant that you are under no obligation which is inconsistent with your duties to us, and that you will not enter into any agreement with a third party, the terms of which may be inconsistent with those duties.
6. The CONSULTANT shall be paid the amount of Three Thousand Pesos (Php 3,000) per quarter during the duration of his service net of taxes and will be paid every end of the month. The payments made shall be considered full and complete compensation for all obligations assumed by you under this consultancy agreement and for any and all intellectual property you assign to us under or pursuant to the stipulations provided below.
7. You will keep confidential and not use for any purpose, except acting as our consultant and providing services to us, any information made known to you, or about the work you do for us, or any other information that you may or will acquire during the period of your consultancy, and for two (2) years after the termination of this consultancy agreement. Such information includes, but is not limited to:

- 7.1. All drawings, formulae, specifications, books, software, instruction manuals, reports, journals and/or accounts, business and trade secrets, oral or written data whether concerning the

- existing or future business, methods, processes techniques or equipment of the company, its subsidiaries and affiliates;
- 7.2. The identity of the company's clients, and any other information relating to such clients; and
- 7.3. At the end of your consultancy, you will immediately deliver to us without need for demand, all materials, records, databases, documents and other papers that are in your possession, custody or control and that are our property, or that otherwise relate to our business. You shall not retain any copies or duplicates.
8. During the term of this consultancy agreement, you will not engage in any business or other activities that are, directly or indirectly, competitive with the business activities of the company without obtaining the prior written consent of the company. You hereby agree not to directly or indirectly compete with the business of the company, its subsidiaries and affiliates, and its successors and assigns during the period of employment, and for a period of two (2) years following the termination of this consultancy agreement and notwithstanding the cause or reason for termination.
9. You also agree that for a period of two (2) years after termination of this consultancy agreement, you shall not: (a) Divert or attempt to divert from the company, its subsidiaries and affiliates any business of any kind in which it is engaged, including without limitation, the solicitation of or interference with any of its suppliers or customers, or (b) employ, solicit for employment, or recommend for employment any person employed by the company, during the existence of this consultancy agreement and for a period of two (2) years thereafter.
10. It is understood that CONSULTANT is an independent contractor and there shall be no employer-employee relationship between the parties during the term of this Agreement. CONSULTANT represents and warrants that he shall undertake to perform his obligations under this Agreement on his own account and under her own responsibility, according to acceptable manner and method and free from the control and direction of DIGITS in all matters connected with the performance of the work, except to the extent required by all applicable laws and regulations.
11. This consultancy agreement may be terminated, by serving a written notice to the other party at least **thirty (30) working days** prior to the intended expiration, when one of the parties is in breach of any provision of this consultancy agreement.
12. You warrant to us that, to the best of your knowledge and belief, any advice or information given by you, or the content or use of any materials, works or information you provide to us in connection with this consultancy agreement, will not constitute or result in any infringement of third-party rights.
13. That any intellectual property involved in the works done by the CONSULTANT for DIGITS, the same shall be assigned and exclusively owned by DIGITS.
14. In accordance to the Data Privacy Act, the CONSULTANT hereby upholds the confidentiality of personal information collected and processed through this project/ task and adheres to the Data Privacy Policy of DIGITS.
15. In case any one or more of the provisions contained in this Agreement shall be declared ineffective, void, voidable, or unenforceable in any respect therein, unless the basic intentions of the parties under this Agreement are substantially jeopardized, the validity of the remaining provisions of this Agreement shall not be affected thereby. In such case, the parties herein shall come to an agreement approximating as closely as possible the arrangement originally envisaged in this Agreement.


IN WITNESS WHEREOF, the parties set their hand on the date and at the place that above written

DIGITS TRADING CORPORATION



Represented by:
HOWARD PAW
Corporate Secretary

BY:



JOHN HENDRIE MENDOZA BALUYUT
Consultant

REPUBLIC OF THE PHILIPPINES)
CITY of Quezon City

): S.S.

BEFORE ME, a Notary Public for and in the City of Quezon City, Metro Manila, Philippines, personally appeared this 20 day of September, 2021, the following, to wit:

Name

CTC No./Identification/Expiry Date

DIGITS TRADING CORP.

Represented by
HOWARD PAW

TIN No. 200-853-307

JOHN HENDRIE MENDOZA BALUYUT

PRC No. 0003240

known to me and to me known to be same persons who executed the foregoing AGREEMENT and acknowledged to me that the same is their free and voluntary act and deed and the entity represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and date first mentioned.

Doc. No. 96;
Page No. 21;
Book No. LII;
Series of 2021.

ATTY. RUBEN M. AZAÑES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR NO. 0694960, QUEZON CITY
IBP NO. 132791-Quezon City CHAPTER
Roll of Attorney's No.46427
Admin Matter No.004
MCLE-VI-0030360-2-19-2020
TIN:140-394-386-000
UNIT 2 UOF-2 Opulent Bldg., EDSA, Q.C.

ENGR. JOHN HENDRIE BALUYOT SUMMARY OF PAYMENT

DATE OF PAYMENT REQUEST	Consultancy fee / QUARTER	#months/Q uarter	# of Quarter	AMOUNT	COVERAGE OF CONSULTANCY FEE	REMARKS
01-Jun-21	₱3,000.00	9	3	₱9,000.00	SEPT 2020 - MAY 2021	2020 - 2021 agreement
23-Jul-21	₱2,000.00	2	1	₱2,000.00	JUNE - JULY 2021	2020 - 2021 agreement
30-May-22	₱3,000.00	9	3	₱9,000.00	AUG 1, 2021 - APRIL 31, 2022	2021 - 2022 agreement
30-Aug-22	₱3,000.00	3	1	₱3,000.00	MAY 1, 2022 - JULY 31, 2022	2021 - 2022 agreement