Project Code: JA21D1014_23-961

MEMORANDUM on FURNISHING EXPERTS between NIPPON KOEI CO., LTD. and PHILKOEI INTERNATIONAL INC.

In accordance with the Master Agreement for Provision of Experts for Consulting and Engineering Services, made on 1st day of April, 2017 between NIPPON KOEI CO., LTD. (NK) and PHILKOEI INTERNATIONAL INC. (PKII), we, the undersigned, representing the same parties of the Master Agreement, have hereby mutually agreed that PKII will provide the Expert to NK with the following particular provisions:

A. The Expert

Name

: Mr. Yutaka Taniguchi

Date of Birth

November 20, 1983

Nationality

Japanese

B. Prime Contract

Project Name

: Project for Capacity Development for Urban Planning

and Management

Client Name

Japan International Cooperation Agency

Contract Date

April 13th, 2021

C. Assignment

Position

Deputy Team Leader/ Urban Planning and Urban

Management

Scope of Work

Output1: The mid-term plan for training the municipal

governments of secondary cities on urban planning, urban

development and management is formulated.

Output2: Training mechanism for the municipal governments of secondary cities on urban planning, urban

development and management.

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Assignment

April 3, 2023 - April 30, 2024 (0.47 M/M in Ethiopia*)

Period and Work

April 3, 2023 - April 30, 2024 (0.25 M/M in the Philippines*)

Schedule

Total: 0.72 M/M

*30 days = 1MM for the Services in Ethiopia. Calculation

shall be "the actual working days /30".

*20 days = 1MM for the Services in the Philippines.

Calculation shall be "the actual working days /20".

D. Cost Estimate

1) Remuneration : JPY 1,798,200 / month-

* Remuneration shall be paid by NK according to

the actual working days.

2) Out of Pocket Expenses

a. Per Diem for the assignment

a. Tel Diem for the assignment

JPY 4,500/day

in Ethiopia

*Per Diem shall be paid by NK according to the

actual working days.

b. Accommodation for the

assignment in Ethiopia

Accommodation shall be arranged by the Expert. Accommodation fee shall be reimbursed by NK.

c. International Airfare

-One round trip from Manila to Addis Ababa by

discount economy class.

- Air tickets shall be arranged and provided by NK.

-Original evidences such as Boarding Pass, Passenger Coupon shall be submitted to NK to

back up the reimbursement from the Client.

d. Insurance

Insurance for the Expert shall be borne by NK.

3) Applicable taxes

The VAT in the Philippines is not included in the amount stated above. NK shall pay the VAT at the payment due to the Expert in accordance with applicable laws or regulations. The current VAT rate (as of the Effective Date) is 12% and the Parties understand that this rate may change during the

period of this Memorandum.

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E. **Payment Terms**

- 1) PKII shall submit an itemized invoice for services performed by the Expert on a monthly basis and no later than the third business day of the following month. The itemized invoice shall comprise the remuneration, and the direct cost stipulated in Cost Estimate.
- The above invoices shall be submitted to NK with the following particulars: 2)

Address

: Urban Development Department

Mr. Kuniomi Hirano

Project Code : JA21D1014

The payment shall be made in JPY by way of telegraphic transfer to the account 3) mentioned below within one (1) month from the date of the receipt of PKII's invoice. PKII shall confirm in advance the reliability of transferring to this account.

Bank Name

: Mizuho Corporate Bank, Ltd.

Branch Name

: Manila Branch

Account Name

: Philkoei International Inc.

Account Number

: H10-767-105551

Bank Address

: 25th Floor, The Zuellig Building, Makati Avenue

corner Paseo de Roxas, Makati City, Philippines, 1225

4) Remittance charge shall be deducted from the amount of each payment.

All terms and conditions of the Master Agreement shall remain in full force except as agreed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum in duplicate to be signed as of April 7th, 2023.

This Memorandum shall become effective retroactively as of the April 3rd, 2023.

PHILKOEI INTERNATIONAL INC.

NIPPON KOEI CO., LTD.

為糖 傻

Peter S. SAMOZA

President

Masaru Takase

General Manager

Accounting & Management Department

Consulting Operations Headquarters