

**MASTER AGREEMENT**  
**BETWEEN**  
**NIPPON KOEI URBAN SPACE CO., LTD.**  
**AND**  
**PHILKOEI INTERNATIONAL INC.**  
**FOR RENDERING SERVICES**  
**FOR**  
**EDITING OF ENGLISH REPORTS**

**January 2023**

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MASTER AGREEMENT  
BETWEEN  
NIPPON KOEI URBAN SPACE CO., LTD.  
AND  
PHILKOEI INTERNATIONAL, INC.  
FOR RENDERING SERVICES  
FOR  
EDITING OF ENGLISH REPORTS

This Master Agreement made and entered into this 1<sup>st</sup> day of January 2023 by and between Nippon Koei Urban Space Co., Ltd. with its main office located 2-17-14, Higashizakura, Higashi-ku, Nagoya, Aichi, Japan (hereinafter referred to as “NK Urban”) and Philkoei International Inc., with its main office located at 17<sup>th</sup> Floor, the Orient Square Building, Ortigas Center, Pasig City, the Philippines (hereinafter referred to as “PKII”).

WITNESSETH

WHEREAS, NK Urban desires that PKII will provide editing services for English Reports stipulated in the WORK ORDER hereto (hereinafter referred to as “the Services”)

AND WHEREAS, PKII agrees to render the Services under the terms and conditions stipulated in this Master Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE 1      MASTER AGREEMENT AND WORK ORDER**

- 1.1      This Master Agreement shall set forth general conditions on editing work to be provided by PKII, and whenever actual editing work on reports is required, NK Urban shall issue a Work Order to specify particular conditions for such provision of English editing works.
- 1.2      The Work Order to be issued by NK Urban shall principally set forth the following particular provisions:
  - A. Department in Charge
  - B. Project Name
  - C. Project Code (Nippon Koei Urban Space Co., Ltd. Code)
  - D. Type of Report
  - E. Scope of Work (Number of Chapters and Total Number of Pages)

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- F. Contract Amount
- G. Service Period
- H. Other Provisions (as necessary)

- 1.3 Upon receipt and acceptance of the Work Order, PKII shall send a Notice of Acceptance in writing to NK Urban.
- 1.4 The standard form of the Work Order, Notice of Acceptance and Verification Record is attached hereto as Appendices 1 and 2, respectively.

## **ARTICLE 2 SCOPE AND PERIOD OF SERVICES**

- 2.1 PKII shall carry out the Services, under the direction of the person in the Department/Division of NK Urban who issues the Work Order.
- 2.2 In order to perform the Services, PKII may be given further detailed instructions where necessary from time to time by the person who issues the Work Order or its designated person(s).
- 2.3 The Service period of PKII shall be as mentioned in Appendix 1 WORK ORDER. The service period may, however, be extended or shortened upon the written consent of the parties hereto.

## **ARTICLE 3 RESPONSIBILITIES**

PKII shall provide the Services with due diligence and efficiency, in conformity with sound engineering, administrative and financial practices, in a manner acceptable and satisfactory to NK Urban, and act at all times to protect the interests of NK Urban.

## **ARTICLE 4 INDEMNITY**

PKII shall indemnify, protect and defend, at PKII's own responsibility and expense, NK Urban from and against any and all actions, claims, demands, losses, costs, expenses or damages arising out of PKII's failure to perform the Services during the service period as indicated in Appendix 1 WORK ORDER as well as arising out of failure to comply with any obligations undertaken by PKII. To the extent permissible by law, PKII's liability for any one event under this Master Agreement shall not exceed the Contract Amount of the particular Work Order.

## **ARTICLE 5 SERVICE FEE AND PAYMENT**

- 5.1 NK Urban shall pay PKII a service fee on a per page basis as shown in the tables below. The amount of the Service fee shall be inclusive of 12% Value Added Tax, including all expenses for telecommunication services and facilities.

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1) Writing Portion

Font	Unit Price (yen/page)
Font 11/12	1,200 yen/page (A4)
Font 10	1,250 yen/page (A4)
Font 9	1,300 yen/page (A4)

2) Tables and Figures

Font	Unit				
	0%	25 %	50%	75%	100%
Font 11/12	0	300	600	900	1,200
Font 10	0	312	625	938	1,250
Font 9	0	325	650	975	1,300

Note: The service fee is subject to the work volume of the editing for tables and figures, and should be mutually agreed between the applicant and PKII.

For requests requiring rapidity of action to meet the desired deadline, a 20% premium pay for the editors who will do the works (payment for their overtime, night pay differential, Saturday and Sunday works) will be included in the invoice. This shall be agreed between the parties before editing work is commenced.

- 5.2 A minimum and maximum service period for editing works is allowed corresponding to the number of pages. Generally, an editing rate of 20 pages per day is assumed.
- 5.3 Upon completion of services for each work order, NK Urban shall pay the full service fee in the currency designated above upon presentation of PKII's invoice with confirmation of completion issued by NK Urban.
- 5.4 In case the scope of services stipulated in Appendix 1 shall be reduced, PKII shall invoice only the actual number of pages edited on the basis of the above agreed service fee.
- 5.5 The payment shall be made by way of telegraphic transfer to the account mentioned below within thirty (30) days from the date of the receipt of Company's invoice. PKII shall confirm in advance the reliability of transferring to this account.

Bank Name : The Mizuho Corporate Bank, Ltd., Manila Branch

Account Name : PHILKOEI INTERNATIONAL, INC.

Account Number : F15-789-107215 (Yen Account)

Bank Address : 25th Floor, Zuellig Building, Makati Avenue corner Paseo de Roxas, Makati City 1225, Metro Manila, Philippines

*Handwritten signature*  
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5.6 Remittance charges shall be deducted from the amount of each payment.

5.7 If PKII fails to perform the Services or obligation hereunder, then NK Urban shall be entitled to set-off any payments due to owing to NK Urban against such payments as due and owing to PKII pursuant to this Master Agreement.

#### **ARTICLE 6 SERVICE FEE AND PAYMENT**

Neither this Master Agreement nor any portion of the interest of each of the parties hereto may be pledged, transferred or hypothecated without prior written consent of the party hereto.

#### **ARTICLE 7 INFORMATION SECURITY**

PKII shall set up information security satisfactory to NK Urban and assign a person in charge. Information security consist, at the minimum, as it set out below:

- (1) Electronic files to be edited shall confirmed virus free prior to send their translation to NK Urban using a reputable anti-virus software with the latest definition files.
- (2) Electronic files to be edited shall be sent to NK Urban by a method designated by NK Urban; and
- (3) Computers to be used at PKII for editing work shall maintain access control of at least similar security level to that of Nippon Koei Co., Ltd. Manila Office

NK Urban shall be entitled, at any time, to inspect/audit PKII's information security performance and the Management of PKII's office.

#### **ARTICLE 8 COPYRIGHT**

The copyright of all the reports, documents, photos and drawings prepared by PKII under this Master Agreement rests with NK Urban. PKII shall not use the contents thereof for any purposes unrelated to the Services without the prior written approval of NK Urban. PKII acknowledges that copyright of computer software preinstalled in computers that are used for the Services is owned by the copyright holder and duplication of software from those computers is strictly prohibited.

#### **ARTICLE 9 CONFIDENTIALITY**

PKII shall not at any time disclose to any person or entity any confidential information obtained from the Services under this Master Agreement. Except with the prior written consent of NK Urban, PKII shall in no case communicate or disclose to any third party any information about this Master Agreement.

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## **ARTICLE 10      TERM AND TERMINATION**

- 10.1    This Master Agreement shall become effective on the date of its signing and shall remain in force unless it is otherwise agreed by both parties to revise the Master Agreement in terms of service fee rates and other provisions.
- 10.2    This Master Agreement may be terminated with immediate effect by giving a written notice of termination to the other party, if the other party becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against the other party or a receiver is appointed with respect to any of the assets of the other party, or liquidation proceeding is commenced by or against the other party.
- 10.3    This Master Agreement may be terminated by either party hereto upon thirty (30) days written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.4    In the event of termination of this Master Agreement or upon expiration of the assignment period, PKII shall return to NK Urban any and all documents or other materials provided by NK Urban, upon request of NK Urban. Further, PKII shall erase the contents relating to the Services contained in their computers.

## **ARTICLE 11      ENTIRE AGREEMENT AND MODIFICATION**

- 11.1    This Master Agreement, including Appendices, constitutes the complete and final agreement between the parties herein with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, oral or written, between the parties with respect hereto.
- 11.2    This Master Agreement may only be modified, in whole or in part, by the mutual agreement in writing of both parties.

## **ARTICLE 12      SEVERABILITY**

- 12.1    If any one or more of the provisions contained in this Master Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
- 12.2    The parties hereto shall endeavour in good faith to replace the invalid, illegal or unenforceable provision with a valid provision, the effect of which is as close as possible to that of the invalid, illegal or unenforceable provision.

## **ARTICLE 13      APPLICABLE LAW**

This Master Agreement shall be governed by and construed in accordance with the laws of Japan.


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#### ARTICLE 14      ARBITRATION

Any dispute or differences arising out of this Master Agreement which cannot be amicably settled between the parties hereto shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. Arbitration shall take place in Tokyo, Japan. The resulting award shall be final and binding on both of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of  
PHILKOEI International Inc.

  
Peter S. Samoja  
President

For and on behalf of  
Nippon Koei Urban Space Co., Ltd.

Susumu Kanii  
General Manager   
International Urban Development Dep.



# NIPPON KOEI

## Urban Space

NIPPON KOEI URBAN SPACE CO., LTD.

### ENGLISH EDITING REQUEST / WORK ORDER

#### ■ Applicant

 Date: \_\_\_\_\_  
 Ref. No.: \_\_\_\_\_

Name of Department: International Urban Development

Team Leader: \_\_\_\_\_

Contact Person for Editing: XXXXX XXXXX

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

#### ■ Project/Document

Project Name: \_\_\_\_\_

Project Cpde: \_\_\_\_\_ Country: \_\_\_\_\_

Client: \_\_\_\_\_

Total Number of Pages: \_\_\_\_\_ Pages

Contract Unit Price

 Writing Portion: ☐ Font 11/12 1,200 yen/page (A4)  
☒ Font 10 1,250 yen/page (A4)  
☐ Font 9 1,300 yen/page (A4)

Tables and Figures:

	0%	25%	50%	75%	100%
Font 11/12	<input type="checkbox"/> 0	<input type="checkbox"/> 300	<input type="checkbox"/> 600	<input type="checkbox"/> 900	<input type="checkbox"/> 1200
Font 10	<input type="checkbox"/> 0	<input type="checkbox"/> 312	<input type="checkbox"/> 625	<input type="checkbox"/> 938	<input type="checkbox"/> 1250
Font 9	<input type="checkbox"/> 0	<input type="checkbox"/> 325	<input type="checkbox"/> 650	<input type="checkbox"/> 975	<input type="checkbox"/> 1300

 Express Work: ☒ Ordinal Service (20 pages/day) no any additional charges  
☐ Express Service 20% of additional charge

Note: The service fee is subject to the work volume of the editing for tables and figures, and should be mutually agreed between the applicant and PKII.

#### ■ Editing Service Requested

Delivery Service Deadline: \_\_\_\_\_

Ordered by Department Manager of Team Leader:

Name: XXXXX XXXXX Signature: \_\_\_\_\_

### NOTICE OF ACCEPTANCE

 to Applicant \_\_\_\_\_ Date: \_\_\_\_\_  
 XXXXX XXXXX  
 International Urban Development Department, Nippon Koei Urban Space Co., Ltd.

We accept the above Work Order based on the Master Agreement entered into by and between NK Urban Space and PKII dated January 1, 2023 and the following conditions:

Accepted by:

Confirmed by:

\_\_\_\_\_  
PKII President\_\_\_\_\_  
NK Manila Chief Representative
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# NIPPON KOEI

## Urban Space

### NIPPON KOEI URBAN SPACE CO., LTD.

2-17-14 Higashizakura, Higashi-ku, Nagoya,  
461-0005, JAPAN  
Tel 81-52-979-9111  
Fax 81-52-979-9112  
E-mail: ts-kaigai-kanri@n-koei.co.jp  
Website <https://www.n-koei.co.jp/urbanspace/english/>



To Philkoei International Incorporated

VERIFICATION RECORD FOR ENGLISH EDITING WORK BY PKII			
Project Name		Ref. No.	
Contractor	Philkoei International Incorporated		
Work Volume	pages		
Work Period (Actual)	from to		
Verification		Acceptable	Acceptable with Condition
			Not-Acceptable
■ Output satisfies the NK English Guidelines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ Others: In case of "Others", describe in Note, how verification was made	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Note			
Verified by	Name / Department XXXX XXXXXXXX International Urban Development Department <input type="checkbox"/> Nagoya Head Office <input type="checkbox"/> Tokyo Branch Office Nippon Koei Urban Space Co., Ltd.		
	Signature _____ ( DD / MMM / YYYY )		

Note: This verification record is to be attached to the claim for the payment.

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