

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 20th day of June, 2011 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. Roberto Acedilla
Date of Birth : October 5, 1968
Nationality : Philippines

B. Prime Contract

Project Name : Detailed Design of Sewage Treatment Plant in Bangladesh
Client Name : Marubeni Corporation
Contract Date : January 30, 2023

C. Assignment

Position : Contracts Engineer
Scope of Work : The scope of works of Contracts Engineer is, but not limited to, as follows:
(1) Review of Tender Documents for STP-1 Project
(2) Preparation of Tender Documents for STP-6 Project
(3) Reply for the clarification from the Bidders, preparation and issuance of amendments, if any
(4) Bid evaluation and preparation of evaluation report

Assignment Period : February 1, 2023 –August 31, 2023 (4.00M/M) in Bangladesh

April 15, 2023 – May 31, 2023 (0.50 M/M) in Philippines

Total: 4.50 M/M

- 30 days = 1MM for the Services in the Site Country.
Calculation shall be "(the actual working days + weekend holidays and public holidays) / the number of days in the month". Irrespective of the number of days in a calendar month (whether it is 28 days, 30 days or 31 days), if the Expert has actually worked throughout the month, the man-months payable shall be 1MM.
- 30 days = 1MM for the Services in the Site Country.
Calculation shall be "(30 - leave taken) / 30". If the calendar month is 28 days and if the Expert has actually worked throughout the month, the man-months payable shall be 0.93MM. If the calendar month is 31 days and if the Expert has actually worked throughout the month, the man-months payable shall be 1.03MM.
- 20 days = 1MM for the home country of the Expert.
Calculation shall be "the actual working days / 20".

*Numbers should be rounded to two decimal places. Where the digit at the third decimal place is 5 or bigger, the number should be rounded up, and where it is smaller than 5, the number should be rounded down.

Working hours and
Holidays

Working hours:

8.0 hours (9:00~17:30 in Bangladesh Time, including 1 hour lunch break)

Holidays: 2 times in a week and national holiday in working country

Unpaid leave:

The Expert is able to obtain maximum one month unpaid leave.

D. Facilities, Equipment and Services to be Provided by NK

Office Facilities and Equipment	NK shall provide office facilities to be used by the Expert, excluding computers
Computer and Software	NK shall provide software to be used by the Expert for the performance of the Services.
Transportation	The Expert may use a vehicle with driver as required for the performance of the Services, complying with the safety and security standards in the Site Country, as arranged and/or directed by Marubeni's Project Manager or Team Leader, as the case may be.

E. Cost Estimate

1) Remuneration : USD 7,000/month

*Personal Income Tax (PIT) in the Site Country is excluded in the remuneration above. NK is responsible for any Tax payment processing.

2) Out of Pocket Expenses

- a. Per Diem in Bangladesh : To be paid to the Expert
- b. Accommodation : To be paid to the Expert or arranged by the Client

d. International Airfare:

- Round trip from Manila to Dhaka (or Dhaka to Yangon) by discount business class to be provided to the Expert
- Air tickets shall be prepared by NK and/or the Client.
- Original evidences such as Boarding Pass, Passenger Coupon shall be submitted to NK to back up the reimbursement from the Client.

e. VISA:

NK/Client shall make necessary arrangements of VISA and VISA fee shall be borne by NK/Client.

- f. Insurance: Insurance to be prepared by PKII for reimbursement to the Client

F. Payment Terms

- 1) PKII shall submit an itemized invoice for services performed by the Expert on a monthly basis. The itemized invoice shall comprise the remuneration, and the direct cost stipulated in Cost Estimate.
- 2) The above invoices shall be submitted to NK with the following particulars:

Address : Nippon Koei Co., Ltd.
5-4 Kojimachi, Chiyoda-ku, Tokyo 102-8539, Japan
Project Code : JA22Q5004
- 3) The payment shall be made in USD by way of telegraphic transfer to the account 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 : F15-789-107207
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 January 18, 2023.

PHILKOEI INTERNATIONAL INC.



Peter S. SAMOZA
President

NIPPON KOEI CO., LTD.



Shoichiro MISAKI
Manager
Water Environment Division
Water Supply & Sewerage Dept.