

CONTRACT AGREEMENT

This contract is made on July 2, 2020 (Month/Day/Year) by and between, **EGATE INC.** with its head office address at Unit E Nanay Dora Bldg. Cavite Viejo Centennial Road, Gahak Kawit Cavite (hereafter referred to as the "SUPPLIER") and **KEON YANG** with its head office address at CEZ Rosario, Cavite Phils. 4106 hereinafter referred to as "Customer".

1. DESCRIPTION OF CONTRACT

Photocopier Printing Contract and Services - whereas the Customer agrees to use the Photocopier Package scheme of the below units and perspective area:

Department	Unit Description
Admin	Canon Image Runner 2420L

on a monthly basis as required by the supplier, whereas, the supplier agrees to provide free maintenance and services.

2. GRANT OF SERVICE

Customer, acknowledge the supplier's practical solution to this concern is willing to enter into a contract agreement that will allow the Supplier to supply the minimum quantity under the terms and conditions mutually agreed by both parties.

3. Contract Term

Term of contract: The term of his Customer shall begin on the commencement date July 02, 2020.

- a. **Commencement Date:** The "Commencement Date" shall mean the date on which the "SUPPLIER" delivers the printer to "CUSTOMER" designated area or the date indicated in the Delivery Receipt (DR).
- b. **Default Period:** The "Default Period" shall mean the scope validity of the contract or the lock-in period which is Twelve (12) months or One (1) year for photocopier being Indicated deployed starting from its commencement date.
- c. **Provision:**
 1. Fixed rate for Photocopier Package on Monthly basis. Which prices are indicated on Quotation.
 2. Customer cannot downgrade the package. However, if customer wanted to avail additional printer, this will be under another package for negotiation.
 3. Supplier will provide the person every time the photocopier needs the maintenance and services.
 4. Empty cartridge/toner shall be recalled / pull-out upon replenishment.
 5. Supplier will be the one to do the services and maintenance for the printers.

d. EXTENSION

- a. The parties here to may elect to extend this Agreement upon such terms and condition as may be agreed upon in writing and signed by the parties at the time of any such extension.
- b. Customer shall notify in writing, two (2) months before the end of the contract, his/her intention not to renew said Agreement, otherwise, Contract Agreement is presumed automatically renewed.

4. PRE-TERMINATION OF AGREEMENT

Should Customer decide to pre-terminate the Contract Agreement, an advance notice of one month should be submitted in writing indicating the reason for the pre-termination and settle in full all pending invoices. Customer also requires to pay the 70% shares for the newly installed parts if the contract is pre-terminated.

5. RESTRICTIONS ON USE

- a. Customer shall be liable for damages on the printer due to negligence or accident.
- b. Deployed photocopier cannot be relocated from its original place of installation. Problems arising from such relocation as in change in the configuration and the resulting cost in reconfiguring and other repairs shall be borne by the Customer.

6. DAMAGE TO PRINTER

- a. If the whole or any part of the Printer is damaged or destroyed by accident or due to Customer's wrongful use, the Customer shall be charged the actual value of the photocopier.
- b. Damage by using poor quality Cartridge / Toner which is provided by Customer shall be charged also.

7. SUPPLY, PARTS, MAINTENANCE

- a. Supplier shall be provided the Customer with quality photocopier, the model/type pre-determined prior to signing of this Agreement.
- b. Supplier shall perform monthly maintenance work on the unit.
- c. Supplier shall respond to any service request within 48 hours.

8. TERMS AND PAYMENT

- a. Basic Fix Rate Charges is Php 2500.00 with inclusions of 3,000 pages' printouts for Monochrome.
- b. In excess of the above declare printouts, Monochrome printing will be charged Php 0.50/page.
- c. Issuance of Invoice for the said payment will be every 4th week of the month.

9. AGREEMENT

No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

ATTESTATION:

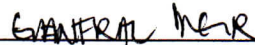
Customer hereby declares that all information provided here are true and correct. As necessity to update declared information shall be informed to Egate Inc..

We hereby certify that this agreement has been made in good faith, verified and understood by both PARTIES, as signed below.

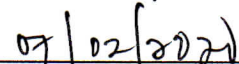
Customer (KEON YANG):




Authorized Company Representative
(Please sign over printed name)



Position of Representative

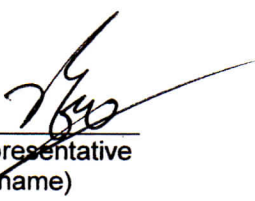


Date Signed



Name: FUNA MOJICA
Company: Keon Yang
Designation: ACCOUNTING OFFICER

Supplier (EGATE Inc.):

Mr. Young Jin Kang 


Authorized Company Representative
(Please sign over printed name)

President

Position of Representative

Date Signed

Witness in the Presence of:



Maribeth M. Parerdes
EGATE Inc.
Sales and Marketing Officer