

AGREEMENT FOR PRINTING SERVICES

This contract is entered into this October 6, 2017 (Month/Day/Year) by and between,

EGATE INC. (formerly known as Uplus Corporation) a corporation duly organized and existing under the laws of the Philippines, with its head office address at **Unit E Nanay Nora Bldg. Cavite Viejo Centennial Road, Gahak, Kawit, Cavite, Philippines**, hereinafter referred to as the "Contractor":

and

IBIDEN PHILIPPINES INC., a corporation duly organized and existing under the laws of the Philippines, with its head office address at **FPIP Brgy. Sta. Anastacia, Sto. Tomas, Batangas, Philippines**, hereinafter referred to as "Customer":


WHEREAS, the Contractor offers to render printing services to the Customer for the latter's business operation;

WHEREAS, the Customer hereby accepts such offer of the Contractor.

NOW THEREFORE, for and in consideration of the foregoing premises and material premises set forth below, the Parties hereby agree as follows:

1. DESCRIPTION OF CONTRACT

The Contractor shall provide the following printers and original toner/cartridge to the Customer for the duration of this Agreement:

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- a) Nine (9) units of Canon 6535 with one (1) original toner per unit per month.
Monthly Service Fee = Php 47,880.00 (Php 5,320.00/unit/month)
 - b) Three (3) units of HP 7612 (A3 size Multifunction Printer) with one (1) set of original cartridges per unit per month.
Monthly Service Fee = Php 12,255.00 (Php 4,085/unit/month)

Total Monthly Service Fee = Php 60,135.00

Toner and/or Cartridge consumed in excess of the one (1) piece of toner or cartridge per printer unit per month included in the monthly service fee shall be chargeable to the Customer and the price of which shall be included to the monthly billing statement.

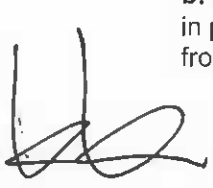
- a) For Canon 6535 = Original Toner = Php 5,000.00
- b) For HP 7612 = Original Black Cartridge = Php 1,300.00
Original Colored Cartridge (C,M,Y) = Php 700.00 each

2. CONTRACT TERM

Term of contract: The Twenty-four (24) months or Two (2) years term of this contract shall begin on the commencement date (October 6, 2017).

a. Commencement Date: The "Commencement Date" shall mean the date on which the Contractor delivered, properly installed and turned-over the printer to Customer's premises ready for actual use.

b. Default Period: The "Default Period" shall mean the scope validity of the contract or the lock-in period which is Twenty-four (24) months or Two (2) years being indicated deployed starting from its commencement date.



3. EXTENSION OF AGREEMENT

a. The parties hereto may choose to extend or renew this Agreement upon such terms and conditions 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, one (1) month before the end of the contract, his/her intention not to renew said Agreement, otherwise, Contract Agreement is presumed automatically renewed for a month to month period.


4. PRE-TERMINATION OF AGREEMENT

Should Customer decide to pre-terminate this Agreement for any reason whatsoever, an advance written notice thereof should be given by the Customer to the Contractor at least one (1) month before the intended date of termination. In case of pre-termination, the service fee for the month when the termination is effected shall be reduced proportionately.

Upon termination or expiration of this Agreement, the Contractor shall retrieve all printer units at its own cost. The Contractor shall also retrieve all empty cartridges for disposal at no cost to the Customer. The Customer shall let any Contractor's authorized representative to retrieve all units of printers and empty cartridges.

5. SERVICE INCLUSIONS

The Contractor shall provide the following to the Customer, free of charge:

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- a) Preventive Maintenance
 - b) Provide a back-up unit for each printer model (Lead time for delivery of back-up unit will be within one (1) to two (2) days from receipt of report from the Customer.
 - c) In case of breakdown of unit, the Contractor shall repair such defective unit and provide the Customer a back-up unit if the defective unit cannot be repaired within two (2) days from the time the Contractor was informed of the breakdown or malfunction.
 - d) All consumables parts of printer and technical service charges will be shouldered by the Contractor except intentional damage to the printer done by the Customer.

6. DELIVERY OF CONSUMABLES

The original Toner and Cartridge requested by the Customer shall be delivered to the Customer in good order and usable condition within two (2) days after receipt of the order request from the Customer.

7. INVOICING AND PAYMENT

The contractor shall submit an invoice to the Customer based on the amount herein indicated, and the Customer shall pay such amount within thirty (30) days upon receipt of the correct invoice. The Customer shall withhold the appropriate taxes from its payments to the Contractor. All payments of the Customer, being a PEZA registered company is VAT zero-rated.

8. DAMAGE TO PRINTER

If the whole or any part of the printer provided to the Customer is damaged or destroyed by reason of the Customer's fault and/or negligence, the Customer shall be charged an amount equivalent to the depreciated value of the damaged/destroyed printer.

9. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties concerning the subject matter hereof and shall, as of the effective date hereof, supersede all previous understandings and agreements, whether oral or written, between the parties on the subject.

No amendment from this Agreement shall be binding upon the parties unless executed in writing by both parties.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this date _____, at _____.

Customer: (IBIDEN RHILS. INC.)

Kosei Koba

President and CEO

Date Signed

Supplier: (EGATE INC.)

Young Jin Kang

President

Date Signed

Gloria Delfin
Ibiden Philippines Inc.
Info. Technology Deputy Group Manager

Signed in the Presence of:

Marbeth M. Paredes
Egate Inc.
Sales and Marketing Officer

ACKNOWLEDGEMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the City of STO. TOMAS, BATANGAS on
this _____ day of SEP 28 2017 personally came and appeared.

Name	Identification Card #	Date / Place Issued
Young Jin Kang	X01-95-024386	June 5, 2016 / NCR
Kosei Koba	TH8431181	Feb. 12, 2009

Sworn to me before and known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed and of the corporations they represent.

This document refers to a Agreement for Printing Services consisting of three (3) pages including the page wherein this acknowledgement is written signed by the party and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

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Book No. 44
Page No. XIII
Series of 2017

ATTY. RAFAEL ABANG
NOTARY PUBLIC
UNTL. EXPIRATION: 2018
IBP NO. 101110-1110110
PTR NO. 875 1174305
ROLL NO. 54781
NCLE NO. 1400100-UNTL. 4743019