

SALES CONTRACT FOR IT SERVICES

This Sales Contract (the "Contract") is made and entered into on this 28th day of February, 2025 (the "Closing Date"), by and between:

[Insert Seller/Service Provider's Company Name], a company duly organized and existing under the laws of the Republic of the Philippines, with its principal office located at [Insert Seller's Address - e.g., Unit 101, Tech Tower, Bonifacio Global City, Taguig City, Philippines] (hereinafter referred to as "Seller" or "Service Provider");

-and-

CLIENT A INNOVATIONS INC., a company duly organized and existing under the laws of the Republic of the Philippines, with its principal office located at [Insert Buyer's Address - e.g., 789 Business Center, Ortigas Avenue, Pasig City, Philippines] (hereinafter referred to as "Buyer" or "Client").

WHEREAS, the Seller is engaged in the business of providing IT services and has the expertise to deliver the services required by the Buyer;

WHEREAS, the Buyer desires to avail itself of the IT services offered by the Seller, and the Seller agrees to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. CONTRACT IDENTIFICATION

The Contract is identified by the unique reference number SC-ITS-2025-003. All communications and documents related to this engagement shall refer to this Contract ID.

2. DESCRIPTION OF SERVICES

The Seller agrees to provide the following IT services to the Buyer, herein identified as ITSERV-MIGRATE-005: [Clearly describe the IT services, e.g., "Migration of existing on-premise server infrastructure to a cloud-based solution (AWS/Azure/GCP), including data transfer, configuration, and testing,

as per the attached Scope of Work (Exhibit A)."]

3. SALE PRICE AND PAYMENT TERMS

- a. The total agreed-upon price for the services rendered under this Contract is ONE HUNDRED FIFTY THOUSAND PESOS (PHP 150,000.00) (the "Sale Price").
- b. The payment for the services shall be made according to the following schedule:
 - Fifty percent (50%) upfront upon the signing of this Contract.
 - Fifty percent (50%) upon project completion and acceptance by the Buyer.
- c. All payments shall be made in Philippine Pesos (PHP) via [Specify Payment Method - e.g., bank transfer to Seller's account, check].

4. PROJECT TIMELINE

The services are expected to be completed by [Insert Project Completion Date - e.g., May 31, 2025], subject to any agreed-upon change orders or unforeseen delays.

5. RESPONSIBILITIES OF THE PARTIES

- a. Seller's Responsibilities: [List key responsibilities, e.g., Deliver services as per agreed scope, provide regular progress updates, ensure quality of work.]
- b. Buyer's Responsibilities: [List key responsibilities, e.g., Provide necessary access and information, make timely payments, provide feedback and approvals.]

6. ACCEPTANCE OF DELIVERABLES

Upon completion of the services, the Buyer shall have [Number] days to review and test the deliverables. The services shall be deemed accepted unless the Buyer provides written notice of non-conformity with the agreed-upon specifications within this period.

7. WARRANTIES

The Seller warrants that the services provided shall be performed in a professional manner, consistent with industry standards. [Add specific warranties if applicable, e.g., 30-day bug fix warranty post-migration.]

8. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary and sensitive information disclosed during the term of this Contract.

9. LIMITATION OF LIABILITY

[Insert a limitation of liability clause, e.g., "The Seller's total liability under this Contract shall not exceed the total Sale Price paid by the Buyer."]

10. GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising out of or in connection with this Contract shall be submitted to the exclusive jurisdiction of the courts of [Specify City/Province - e.g., Pasig City, Philippines].

11. ENTIRE AGREEMENT

This Contract, including any attached exhibits or addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

12. AMENDMENTS

Any amendment or modification to this Contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Closing Date first above written.

SELLER/SERVICE PROVIDER:

[Seller/Service Provider's Company Name]

By: [Name of Authorized Signatory]

Title: [Title of Authorized Signatory]

BUYER:

Client A Innovations Inc.

By: [Name of Authorized Signatory]

Title: [Title of Authorized Signatory]

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

BEFORE ME, a Notary Public for and in the City/Municipality of _____, this _____ day of _____, 2025, personally appeared:

Name: [Name of Authorized Signatory - Seller]

Competent Evidence of Identity: [e.g., Passport No., Driver's License No.]

Issued On/At: [Date/Place of Issue]

Name: [Name of Authorized Signatory - Client A Innovations Inc.]

Competent Evidence of Identity: [e.g., Passport No., Driver's License No.]

Issued On/At: [Date/Place of Issue]

who are personally known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consists of [Number] (____) pages, including this page where the acknowledgment is written, and has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2025.