
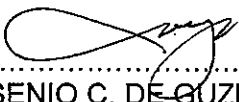


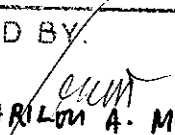
AGREEMENT FOR THE PROVISION OF ORACLE E-BUSINESS SUITE (EBS) R12 SUPPORT SERVICE

BETWEEN

iOM PHILIPPINES, INC. and 2704B West Tower, Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City 1600 Philippines.	THE PHILIPPINE EXPORT-IMPORT CREDIT AGENCY (PhilEXIM). 17/F, Citibank Tower, Valero Street, Valero Street, Salcedo Village 1227, Makati.
Herein-after called as "Supplier"	Herein-after called as "Customer"

By entering into this Agreement, the Customer acknowledges that they intend to acquire the services identified and provided by the Supplier under the terms and conditions stipulated herewith. The Customer also has read and understood the entire Contract and agrees to be bound by its terms and conditions and further agrees that it is complete and exclusive statement of the agreement supersede other terms and conditions appearing in the Suppliers catalogues, brochures or elsewhere and shall override any terms or conditions stipulated or referred to in the Customer's Purchase order or in any negotiations.

Agreed for and on behalf of iOM PHILIPPINES, INC. TIN : 000-156-287-000  Signature: Name: S.K. RASARATNAM Title : Director Date : MAY 16 2018	Agreed for and on behalf of THE PHILIPPINE EXPORT-IMPORT CREDIT AGENCY (PhilEXIM). TIN: 000-597-323  Signature: Name: MR. ARSENIO C. DE GUZMAN Title : VP & OIC of Technology & Systems Department Date : 05/17/18
AGREEMENT NUMBER: (MNL-PhilEXIM-4-25-2018)	

Certified Funds Available
NINE HUNDRED THOUSAND PESOS ONLY
 ₱ 900,000
 APPROVED BY: 
FSVP MARILON A. MEDINA

1. ORACLE E-BUSINESS SUITE (EBS) R12.1.3 SUPPORT SERVICES.

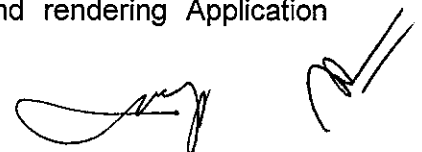
The Customer and Supplier agree to the following support services.

- 1.1. End user Helpdesk Support for the following licensed modules of Oracle E-Business Suite R12.1.3: Oracle Purchasing, Oracle Internet Expense, Oracle Inventory, Oracle Financials – General Ledger, Accounts Receivable, Cash Management and Fixed Asset.
- 1.2. Oracle Application Database Administration (DBA) services for the Test, User Application Testing (UAT) and Production Instance. This covers coordination with Oracle Global support for issues reported, application of patches required & application of critical patches released by Oracle Corporation, cloning of instances from production to Test and User Acceptance Training (UAT) for the existing instances, performance tuning and setting up Recovery Manager (RMAN) backup and recovery scripts and testing them if they work, as required. .

2. SCOPE

2.1. ORACLE E-BUSINESS SUITE (EBS) R12 APPLICATION DBA SUPPORT :

- i. Problem analysis and coordination with Oracle Global support for reported issues.
- ii. Applying Patches to Test and User Acceptance Training (UAT) and productions instance.
- iii. Post patch applications testing & support
- iv. Cloning of the application and database as required.
- v. Performance tuning and house-keeping to be done every month, on prearranged dates and times. Weekly performance tuning and housekeep to be done remotely.
- vi. Telephone, email and remote support during office hours (9.00AM to 6.00PM) Monday to Friday 9.00 AM to 6.00 PM. All national Holidays are excluded. Response time shall be within 4 hours, once a support request is logged on www.iomhelp.com
- vii. Coordination with Oracle Global Support on behalf of the Customer, based on issues reported. This would be even 24x7 , until issue reported is resolved
- viii. Onsite support as and when needed, but Application Database Administration (DBA) support to be done remotely in most cases and during nonworking hours agreed with the Customer.
- ix. Migration to new servers and installing new versions of Oracle E-Business Suite (EBS) R12 is excluded.
- x. Every third week of the month a one day on-site visit is to be conducted within office hours for performance tuning and rendering Application



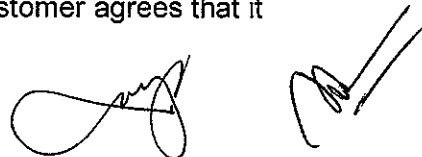
Database Administration (DBA) support Services. This will be done in coordination with the Customer.

2.2. ORACLE E-BUSINESS SUITE (EBS) R12.1.3 APPLICATION HELPDESK SUPPORT FOR THE STANDARD ORACLE E-BUSINESS SUITE R12.1.3 APPLICATION.

- i. All Support Requests (SR) should be logged on www.iomhelp.com
- ii. Response time shall be within 24 hours, for support requests logged in www.iomhelp.com.
- iii. Unlimited telephone, email and remote access support covering functional support for the Standard Oracle E-Business Suite (EBS) R12 application implemented.
- iv. Oracle E-Business Suite (EBS) R12 functional support to end users Monday-Friday 9.00 AM to 6.00 PM.
- v. Coordination with Oracle Global Support on behalf of the Customer based on issues reported and would be even 24x7, until issue reported is resolved. Two (2) days a month on-site helpdesk support is allocated and can be consumed within the 12-month Contract period.
- vi. The support also covers the various customized reports done by Supplier. But excludes the development of new reports and modifications. These will be subject to change requests and will require an approved service estimate from the Customer.

3. GENERAL TERMS

- 3.1. Scheduled on-site visits have to be agreed by both Supplier and Customer to prevent any interruptions, if any, to the regular performance of work.
- 3.2. The Customer agrees to provide access to the servers, work area with desk and workstation, if on site work is done in addition to telephone and Internet access.
- 3.3. The Customer agrees to approve, review and confirm any task awaiting his response, within reasonable time frames and to close Service Requests (SRs) raised on www.iomhelp.com
- 3.4. The Customer will appoint a resource person who will be the primary contact between Supplier and the Customer for each of the areas under support.
- 3.5. Unless agreed in this contract, New customizations or modification work will be excluded. Separate service estimates will be provided for each new customization requested or enhancements. Work will commence, once a service estimate is approved by the Customer.
- 3.6. The Customer or its subsidiaries or associate companies agrees not to, directly or indirectly, recruit any of the Supplier's staff for a period of three (3) years from date of expiry of this Contract. In the event the Customer recruits any of Supplier's staff within the exclusion period, the Customer agrees that it

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will be in breach of this Contract and agrees to pay the Supplier PHP 2,400,000.00 as a minimum recruitment fee for each employee recruited directly or indirectly.

- 3.7. Overdue invoices will be charged interest at 3% per month for days overdue.
- 3.8. The Supplier warrants to keep as confidential all information pertaining to the Customer and will not share or disclose to any 3rd party. Information available in the public domain will be excluded from this undertaking.
- 3.9. The Contract is valid for the period it has been signed for and cannot be cancelled.
- 3.10. The Supplier agrees to post a performance security at five percent (5%) of the Total Contract Price in form of cashier's / manager check in favor of the Customer. The said performance security shall be collected by the Supplier 30 days after the expiration of the Contract.
- 3.11. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

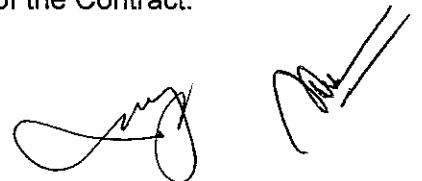
Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

4. CONTRACT PERIOD

- 4.1. The Contract period is for a period of One (1) year from April 25, 2018 to April 24, 2019.
- 4.2. The Contract will be renewed on mutually agreed terms or intent to discontinue services on completion of existing Contract will be notified by either party, no later than 2 months before the expiry of the Contract.




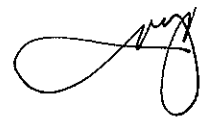
5. ORACLE E-BUSINESS SUITE (EBS) R12 SUPPORT SERVICES FEE

Support Services Fee : PHP 882,000.00 (VAT Inclusive)

Covers:

- i. Oracle E-Business Suite (EBS) R12 Application DBA support for 12 Months
- ii. 12 Months Application Help Desk Support for the standard Oracle E-Business Suite (EBS) R12 modules implemented at Philexim
- iii. Support for all customized options done by the Supplier.

Full payment is to be made on or before June 1, 2018.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

~~MAKATI CITY~~

BEFORE ME, on this date MAY 17 2018 in MAKATI CITY City, personally appeared the following persons, each of whom exhibited his/her competent evidence of identity, to wit:

Name	Identification Document Presented	Date / Place of Issue
S.K.RASARATNAM	Passport Number : N7099187	06-23-2017 – Colombo , Sri Lanka

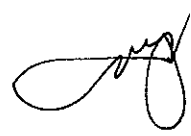
Known to me and to me known to be the same persons who executed the foregoing instruments, and they acknowledged to me that the same is of their own free act and voluntary deed.

The instrument/document consisting of Seven (7) pages including this page wherein the acknowledgement is written and signed by the parties, refers to an AGREEMENT FOR THE PROVISION OF ORACLE E-BUSINESS SUITE (EBS) R12 SUPPORT, under the terms and conditions as enumerated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

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Page No.: 48
Book No.: Y
Series of 2018

~~ATTY. GERVACIO B. ORTIZ JR.~~
~~NOTARY PUBLIC FOR MAKATI CITY~~
~~UNTIL DECEMBER 31/ 2018~~
~~PR. NO. 5209514 / 01-02-2017/MAKATI~~
~~CP. NO. 655195 LIFETIME MEMBER~~
~~PT. NO. M-104/2017/ROLL NO. 4009~~
~~MCLE COMPLIANCE NO. V-000699~~
~~SUITE 102 PENINSULA COURT BLDG~~
~~1735 MAKATI AVE., MAKATI CITY~~



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
)
) **MAKATI CITY**)
) S.S.

BEFORE ME, on this date MAY 17 2018 in MAKATI CITY, City, personally appeared the following persons, each of whom exhibited his/her competent evidence of identity, to wit:

Name	Identification Document Presented	Date / Place of Issue
ARSENIO C. DE GUZMAN	TIDCORP ID No. 259-081699 and UMID No. CRN-0073-354-1	Manila, Philippines

Known to me and to me known to be the same persons who executed the foregoing instruments, and they acknowledged to me that the same is of their own free act and voluntary deed.

The instrument/document consisting of Seven (7) pages including this page wherein the acknowledgement is written and signed by the parties, refers to an AGREEMENT FOR THE PROVISION OF ORACLE E-BUSINESS SUITE (EBS) R12 SUPPORT, under the terms and conditions as enumerated therein.

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 Page No.: 2/2
 Book No.: 1;
 Series of 2018

~~ATTY. GERVASIO BORTIZ/JUN~~
 NOTARY PUBLIC FOR MAKATI CITY
 UNTIL DECEMBER 31/2018
 (R.N. 5905E/14/01-03-2017/MAKATI
 ID NO. 655155 LIFETIME MEMBER
 (P.T. NO. M-04/2017/ROLI NO. 4-01
 MCLE COMPLIANCE NO. V-006/134
 UNIT 102 PENINSULA COURT BLDG.
 735 MAKATI AVE., MAKATI CITY