

AUTOMOTIVE DEALERSHIP, INC.
 Alabang, Zapote Road corner
 Macacia Avenue, Ayala Alabang
 Muntinlupa City

PURCHASE ORDER

P. O. NO. 11-009-12
 DATE: November 8, 2012
 RIS NO.
 REMARKS

TERMS: COD - 7 days
 DELIVERY: Within UPON PAYMENT days after
 receipt of this P. O.

Item Number	Quantity	Unit	ITEM AND SPECIFICATION	Unit Price	Total Amount
	1	unit	ISUZU 2013 CROSSWIND XT Specification: ENGINE Type: 4JA1-L 4 cylinder Injection Turbo Diesel Displacement: 2,499cc Fuel System: Direct injection Exhaust Emission Standard: EURO II Complaint DIMENSION & WEIGHT Overall LxWxH: 4,480mmx1,680mmx1,765mm Wheelbase: 2,680mm Fuel Tank Capacity: 55 liters Seating Capacity: 9 pax inclusive of driver TRANSMISSION & CHASSIS Transmission: 5 speed Manual Transmission Suspension: Front: Independent Double Wishbone with Torsion bar spring & stabilizer bar Rear: Flex ride move suspension, semi elliptical leaf spring with telescopic shock absorber Brakes: Front: 14" ventilated disc Rear: 14" drum Continuation on page 2 please		

PREPARED BY

DANIEL F. REINOSO
 Division Chief, ITD, PSD

RODOLFO DEL ROSARIO
 Vice President for Administration

WITHIN BUDGET

APPROVED:

ASUNCION E. ESMERO, DBA
 Dept. Manager, ITD-PSD

DR. RAUL M. SUNICO
 President, Approving Officer

241 (08) 7910,000 11/09/12
 8400 12-11-2592

ACCEPTANCE

THIS PURCHASE ORDER TOGETHER WITH ALL ITS TERMS AND CONDITIONS, IS HEREBY ACCEPTED BY US, AND WE FURTHER AUTHORIZE THE CULTURAL CENTER TO DEDUCT THE EQUIVALENT OF ONE TENTH OF ONE PER CENT (.001) FOR EACH DAY OF DELAY FROM THE COST OF EACH ITEM NOT DELIVERED WITHIN THE SPECIFIED TIME, WITHOUT PREJUDICE TO ITS RIGHT OF OPTION TO REFUSE DELAYED DELIVERY ALTOGETHER.

NO UNLAWFUL OR ILLEGAL PRACTICE THAT MIGHT HAVE BEEN APPLIED FOR THE PURPOSE OF ... SUFFICIENT GROUND FOR

THE AUTOMOTIVE DEALERSHIP, INC.
 Alabang, Zapote Road corner
 Acacia Avenue, Ayala Alabang
 Muntlupa City

PURCHASE ORDER

P. O. NO. 11-009-17
 DATE: November 8, 2012
 RIS NO.
 REMARKS

TERMS: 90D - 7 days
 DELIVERY: Within upon payment days after
 receipt of this P. O.

Item Number	Quantity	Unit	ITEM AND SPECIFICATION	Unit Price	Total Amount
			Continuation from page 1 Steering System: Recirculating ball and nut with power assist Tires & wheels: 205/65 R15 with silver finish alloy EXTERIOR Body color: Glacial white Front bumper: Body color upper, plastic materials black color lower Front head lamp: Halogen projector type Radiator grille: Body color INTERIOR Audio system: Single in dash CD/WMA/MP3 Tuner with front AUX-IN Seat: Front: Bucket seat; sliding and reclining Rear: 1st row - Bench type/folding 2nd row - slide facing and folding FUNCTION Window/door lock: Powered Power steering Dual airconditioning continuation on page 3 please		

PREPARED BY: [Signature]
 DANIEL F. REINOSO
 Division Chief, Supply Office

RECOMMENDED BY: [Signature]
 RODOLFO DEL ROSARIO
 Vice President, Administration

WITHIN BUDGET: [Signature]
 ASUNCIÓN E. ESMERO, DBA
 Dept. Manager, Comptroller

APPROVED: [Signature]
 DR. RAUL M. SONICO
 President, Approving Officer

241 (08) 910,000 11/09/12
 11-2592

ACCEPTANCE

THIS PURCHASE ORDER TOGETHER WITH ALL ITS TERMS AND CONDITIONS, IS HEREBY ACCEPTED BY US, AND WE FURTHER AUTHORIZE THE CULTURAL CENTER TO DEDUCT THE EQUIVALENT OF ONE TENTH OF ONE PER CENT (.001) FOR EACH DAY OF DELAY FROM THE COST OF EACH ITEM NOT DELIVERED WITHIN THE SPECIFIED TIME, WITHOUT PREJUDICE TO ITS RIGHT OF OPTION TO REFUSE DELAYED DELIVERY ALTOGETHER.

ANY IRREGULAR OR ILLEGAL PRACTICE THAT MIGHT HAVE BEEN APPLIED FOR THE PURPOSE OF SECURING OR EXPEDITING THIS ORDER OF PAYMENT HEREOF SHALL CONSTITUTE SUFFICIENT GROUND FOR THE CENTER TO REVOKE THIS ORDER AND CANCEL THE SAME.

ISUZU AUTOMOTIVE DEALERSHIP, INC.
 Alabang, Zapote Road corner
 Acacia Avenue, Ayala Alabang
 Muntinlupa City

PURCHASE ORDER

P. O. NO. 11-009-12
 DATE: November 8, 2012
 RIS NO.
 REMARKS

TERMS: net 7 days
 DELIVERY: Within Upon payment days after
 receipt of this P. O.

Item Number	Quantity	Unit	ITEM AND SPECIFICATION	Unit Price	Total Amount
			Continuation from page 2		
			SAFETY		
			Seatbelt		
			Child lock protector		
			Side door impact beams		
			High mount stop lamp		
			INCLUSION		
			Tint, floor mats, seatcover, L.W.D.		
			Manual holder, key chain, keyless entry		
			3 year LTO registration		
			x x x x Nothing Follows x x x x		
			AMOUNT		P910,000.00
			GSD/ASD - Motorpool		

PREPARED BY: [Signature]
 DANIEL F. REINOSO
 Division Chief, Supply Office

RECOMMENDED BY: [Signature]
 RODOLFO DEL ROSARIO
 Vice President for Administration

WITHIN BUDGET: [Signature] 11/10/12
 ASUNCIÓN E. ESMERO, DEA
 Dept. Manager, III-SD 11/9

APPROVED: [Signature]
 DR. RAUL M. Sunico
 President, Approving Officer

241 (08) P910,000.00 11/09/12
 8488 10-11-2592

ACCEPTANCE

THIS PURCHASE ORDER TOGETHER WITH ALL ITS TERMS AND CONDITIONS, IS HEREBY ACCEPTED BY US, AND WE FURTHER AUTHORIZE THE CULTURAL CENTER TO DEDUCT THE EQUIVALENT OF ONE TENTH OF ONE PER CENT (.001) FOR EACH DAY OF DELAY FROM THE COST OF EACH ITEM NOT DELIVERED WITHIN THE SPECIFIED TIME, WITHOUT PREJUDICE TO ITS RIGHT OF OPTION TO REFUSE DELAYED DELIVERY ALTOGETHER.

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[Signature]
 Signature of Supplier/Contractor

11-20-12
 Date Received

Printed Name

CULTURAL CENTER OF THE PHILIPPINES
 CCP COMPLEX, ROXAS BOULEVARD, MANILA
 TEL. NOS. 832-1125 to 39

(QUADRUPLICATE)

ISUZU AUTOMOTIVE DEALERSHIP, INC.
 Alabang Zapote Road cor, Acacia Ave.
 Ayala Alabang, Muntinlupa City

PURCHASE ORDER

P. O. NO. 12-029-12
 DATE: December 20, 2012
 RIS NO. 11-109-12
 REMARKS

TERMS: 7 days
 DELIVERY: Within 3 months days after receipt of this P. O.

Item Number	Quantity	Unit	ITEM AND SPECIFICATION	Unit Price	Total Amount
			Continuation from page 1.... Steering system: Redirculating ball and nut with power assist Tire & Wheels: 205/65 R15 with silver finish alloys EXTERIOR: Body color: Glacial white Front bumper: Body color upper, plastic materials black color lower Front head Lamp: Halogen projector type Radiator grille: Body color INTERIOR Audio system: Single in dash CD/WMA/MP3 tuner with fornt AUX-IN Seat: Front: Bucket seat, sliding and reclining Rear: 1st row - bench type/folding 2nd row - Slide facing and folding FUNCTION Window/door lock: powered Power steering Dual airconditioning Continuation on page 3 please.....		

CULTURAL CENTER OF THE PHILIPPINES
CCP COMPLEX, ROXAS BOULEVARD, MANILA
TEL. NOS. 832-1125 to 39

(QUADRUPPLICATE)

ISUZU AUTOMOTIVE DEALERSHIP, INC.
Alabang Zapote Road, cor, Acacia Ave.
Ayala Alabang, Muntlupa City

PURCHASE ORDER

P. O. NO. 12-119-12
DATE: December 20, 2012
RIS NO. 11-119-12
REMARKS

TERMS: 7 days
DELIVERY: Within 3 months days after receipt of this P. O.

Item Number	Quantity	Unit	ITEM AND SPECIFICATION	Unit Price	Total Amount
			Continuation from page 2.....		
			SAFETY Seatbelt Child lock protector Side door impact beams High mount stop lamp		
			INCLUSION Tint, floor mats, seatcover, E.W.D. Manual holder, key chain, keyless entry 3 years LTO registration xxxxxx Nothing follows xxxxxxxx		
			AMOUNT		P910,000.00

PREPARED BY: 
DANIEL F. REINOSO
Division Chief, IT & OSD

RECOMMENDED BY: 
RODOLFO L. DEL ROSARIO
Vice Commanding Officer Administration

WITHIN BUDGET
ASUNCION E. ESMERO, DBA: 8/14/13
Dept. Manager, IT & OSD

APPROVED: 
DR. RAUL M. SUNICO
Presiding Officer

241 (OP) P910,000.00 - 01/04/13
BUPA 12 - 12-3037

ACCEPTANCE

THIS PURCHASE ORDER TOGETHER WITH ALL ITS TERMS AND CONDITIONS, IS HEREBY ACCEPTED BY US, AND WE FURTHER AUTHORIZE THE CULTURAL CENTER TO DEDUCT THE EQUIVALENT OF ONE TENTH OF ONE PER CENT. (.001) FOR EACH DAY OF DELAY FROM THE COST OF EACH ITEM NOT DELIVERED WITHIN THE SPECIFIED TIME, WITHOUT PREJUDICE TO ITS RIGHT OF OPTION TO REFUSE DELAYED DELIVERY ALTOGETHER.

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Signature of Supplier/Contractor

1-18-13
Date Received

Alvin P. Peralta
Printed Name

INTERNET SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into this CITY OF MAKAY, at Pasay City, by and between:

CULTURAL CENTER OF THE PHILIPPINES, a government-owned and controlled corporation duly existing by virtue of Presidential Decree No. 15, as amended, with principal office at Roxas Boulevard, Pasay City, represented by its President, RAUL M. SUNICO, Ph.D., duly authorized for this purpose pursuant to CCP Board Resolution L-014 Series of 2010 (copy of which is hereto attached as Annex "A" and made an integral part hereof), hereinafter referred to as "CCP";

And

COMCLARK NETWORK AND TECHNOLOGY CORP., a domestic corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Reliance Center Annex I, #99 E. Rodriguez Jr. Avenue, Bo. Ugong Pasig City, represented by its President, DENNIS ANTHONY H. UY, duly authorized for this purpose pursuant to Secretary's Certificate dated DEC 6, 2012 (copy of which is hereto attached as Annex "B" and made an integral part hereof), hereinafter referred to as "COMCLARK".

WITNESSETH THAT:

WHEREAS, CCP requires the services of an Internet Service Provider for its various Internet requirements;

WHEREAS, COMCLARK provides access to the Internet and such value-added features as may be introduced from time to time, such service being provided under the name of "COMCLARK NETWORK AND TECHNOLOGY CORP."

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereto set forth, the parties hereby agree as follows:

ARTICLE I OBJECTIVE OF THE AGREEMENT

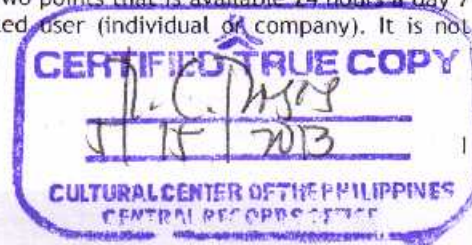
It is the intention of this agreement that COMCLARK shall provide CCP with the expertise and resources necessary for the CCP to gain access to the Internet.

ARTICLE II RIGHTS AND RESPONSIBILITIES OF COMCLARK

COMCLARK shall have the right to manage and control the access to computer systems and information stored within COMCLARK system in a manner deemed appropriate by COMCLARK

COMCLARK shall:

1. Provide the CCP with:
 - 1.1 Supply and installation of 20Mbps leased line at a guaranteed ratio of 1:1 with unlimited Internet connection to the Cultural Center of the Philippines with at least 99.5% uptime service availability;
 - 1.2 Provide leased lines using fiber optic cables. A leased line is any telecommunications path between two points that is available 24 hours a day 7 days a week for use by a designated user (individual or company). It is not



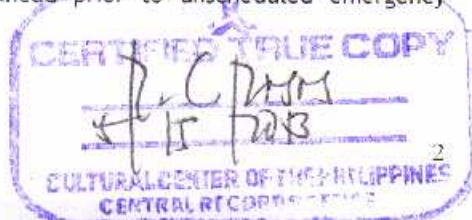
shared in common among multiple users as dial-up lines are. A dedicated line can be a physical path owned by the user or rented from a telephone company;

- 1.3 Provide such Internet service with a Cisco Router (at least 2801 model or better) with an interface card or any other apparatus appropriate for the aforementioned Internet connection that will serve the same purpose;
 - 1.4 Install last mile cabling outside and within CCP premises necessary in establishing connectivity between COMCLARK's network and the CCP Management Information Systems Office (MIS) Office network/Data Center at no extra cost to the CCP.
2. Provide the CCP with information and technical assistance necessary to configure the CCP's computer and servers with the following capabilities:
 - 2.1 Electronic Mail (e-mail)
 - 2.2 World Wide Web (WWW)
 - 2.3 File Transfer Protocol (FTP)
 - 2.4 Voice-Over Internet Protocol (VOIP):
 - 2.4.1 Provide two (2) IP phones at no extra cost to the CCP that guarantees reliable, crystal-clear, noise/echo free, high fidelity, private and secure communication transmission.
 - 2.4.2 Connect, configure and install the IP phones to the CCP Network which may include configuration of the CCP switch, router and other network peripherals for such VOIP service utilizing the Internet.
 - 2.4.3 Provide competitive rates that are at least 85% lower than the rates of regular calls from traditional telephony conducted through circuit switched connections for International calls directed to both landline and mobile phones.
 3. Propagation and Resolution of domain name, Web and Mail IP addresses.
 4. Provide technical assistance in installing, configuring, managing and maintaining the following CCP equipment to ensure Internet connectivity at no additional cost to the CCP:

Cyberoam CR100iA

In case the abovementioned Firewall owned by the CCP presents incompatibility and/or other technical problems, COMCLARK shall provide a replacement/service unit apparatus which serves the same purpose at no extra cost to the CCP until such time that the Firewall problems have been resolved and can be placed back into service;

5. Provide 64 IP addresses at no additional cost to CCP;
6. Provide telephone-based qualified technical support available on a 24 x 7 basis to assist the CCP in troubleshooting issues affecting the Internet connection on the provided Internet Service;
7. Send a qualified technical representative within 24 hours to resolve any problem at no additional cost to CCP, if the problems cannot be resolved through telephone support or assistance;
8. Provide 24 x 7 monitoring facility available online that would show historical and real-time performance of the Internet service i.e. Multi Router Traffic Grapher (MRTG);
9. Inform the CCP at least Thirty (30) days ahead prior to any monthly scheduled maintenance or Twenty Four (24) hours ahead prior to unscheduled emergency maintenance on the side of the Provider;



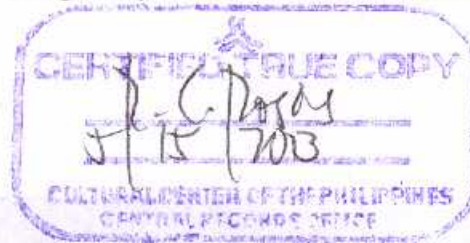
10. Provide and guarantee redundant routes to the Internet i.e. multi peering routes or any alternative routes that will provide access to the Internet in case of problems with COMCLARK's primary connections to ensure 99.5% uptime service availability as per item 1.1 of this agreement in order to minimize or eliminate downtime;
11. Provide CCP an account manager/relationship manager who will serve as single point of contact during the supply, installation and commissioning of the project and during the effectivity of this agreement as provided in item 1 of Article VII below;
12. Complete the supply, delivery, installation and commissioning of all items within thirty (30) calendar days from receipt of Notice to Proceed;
13. Confirm in writing any reported service interruption due to COMCLARK's equipment or facilities or causes within its control, and adjust or repay part of the charges in accordance with a rebate structure;
14. Any refund shall be paid in the form of a rebate against the CCP's subsequent monthly charges only. All claims for refund should be received while service provided to the CCP is still active. COMCLARK reserves the right to determine the duration of any outage, and such determination shall be done in coordination with CCP. Any refunds given by COMCLARK to the CCP shall be final and exclusive, and shall form the CCP's sole and only remedy against COMCLARK on such refunds. CCP shall be entitled to a refund, up to the minimum amount of the monthly subscription of the CCP, which shall be credited to CCP's Statement of Account:

DURATION OF DOWNTIME	AMOUNT OF REBATE
For every 15 minutes of downtime	$((\text{Total Contract Price}/365)/24)/60 \times 15 \text{ minutes}$
For every hour of downtime	$((\text{Total Contract Price}/365)/24) \times \text{Duration of downtime in hours}$
For every day of downtime	$(\text{Total Contract Price}/365) \times \text{Duration of downtime in days}$

**ARTICLE III
RIGHTS AND RESPONSIBILITIES OF CCP**

1. The CCP shall be responsible for the setup or configuration and maintenance of its equipment but COMCLARK shall provide technical assistance for the configuration of CCP equipment to ensure Internet connectivity as stated in Article II.2, Article II.3 and Article II.4.

Installation of other applications will be the responsibility of CCP. After the completion and acceptance of Internet connection, the CCP may request for onsite technical support.
2. Provide the necessary system hardware and software for the CCP's computer setup;
3. Comply with all reasonable written advice from COMCLARK from time to time with respect to the use of the service;
4. Designate person(s) authorized to give instructions to COMCLARK with respect to the use of the Internet access service;
5. Comply with all written notices or instructions given by COMCLARK from time to time with respect to the use of the service;



[Handwritten signatures and initials on the right margin]

6. Comply with the rules of any network to which the CCP accesses through the service;
7. Be solely responsible for all information retrieved, stored and transmitted through the service;
8. Take all necessary measures as may be necessary (including but not limited to the changing of the password from time to time) to protect the secrecy of the User ID and/or password and shall not reveal the same to any person(s); and
9. Be prohibited from reselling its internet access to individual clients commercially.

**ARTICLE IV
COMPLETION TIME: LIQUIDATED DAMAGES**

1. Should COMCLARK refuse or fail to complete the supply, delivery, installation and commissioning of all items within thirty (30) calendar days from receipt of Notice to Proceed as stipulated in Article II.12, COMCLARK agrees to pay the CCP an amount equivalent to one tenth of one percent (1/10 of 1%) of the total contract amount for each calendar day of delay but in no case to exceed twenty percent (20%) of the total contract price.
2. It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages, the CCP shall not be required to prove that it has incurred actual damages. In case CCP becomes entitled to the liquidated damages provided herein, it shall be authorized to deduct the amount of such liquidated damages from any money due or which may become due to COMCLARK and/or to collect such liquidated damages from the Performance Bond of COMCLARK whichever is convenient to the CCP.

**ARTICLE V
WARRANTY**

1. COMCLARK hereby gives warranty with respect to the Internet services provided to the CCP. COMCLARK agrees to make good any problems on the leased line, Internet access and all the other supplied equipment and peripherals that may become evident within the duration of the contract at no cost to the CCP and shall be liable to the CCP for breach of warranty.

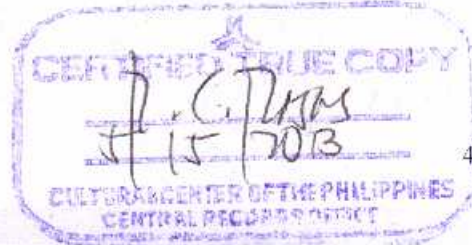
**ARTICLE VI
FEES**

1. Fees due to COMCLARK for the use of its Internet Access Services shall be the responsibility of the CCP:

20 MBPS LEASED LINE	Php 108,888.00 X 12 months (inclusive of 12% VAT)
One time setup fee	WAIVED
Total	Php 1,306,656.00

Amount in words: **ONE MILLION THREE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY-SIX.**

2. The monthly charge for the leased line Internet connection shall include a onetime setup fee, and a monthly subscription fee inclusive of Telephone Company (Telco) fees, applicable Value Added Tax (VAT) and all other related fees;

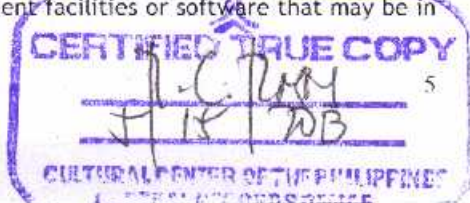


3. Unless waived by COMCLARK, the onetime set-up fee for the Internet access shall be included on the first payment of the monthly subscription fee for the Internet connection.
4. Upon complete installation and activation of service, as specified by COMCLARK in writing, and as accepted by the CCP Management Information Systems Office (MIS) in writing, CCP shall pay thereafter, a monthly subscription fee within thirty (30) days from the end of the month covered on the succeeding month. All payments shall be subject to government accounting rules and regulations.
5. Unless specified by CCP, service shall be considered accepted after five (5) days from installation date. In cases where CCP cancels Telco connection after installation work has started or has been completed, CCP will pay COMCLARK for all damages incurred during installation. This does not apply if cancellation is due to COMCLARK or the Telco supplier's failure to provide the Services as committed. This monthly subscription fee shall include Telephone Company (Telco) fees and applicable Value Added Tax (VAT).
6. The CCP shall be liable for and shall pay the monthly subscription fees for the Internet Access on the specified due dates. In the event that the CCP disputes a monthly billing, both parties must meet to reconcile their data and if the disputed amount/s are established, COMCLARK shall refund any excess amount paid by the CCP free of interest.
7. Fees for the purchase of all necessary hardware and software on the CCP side will be the responsibility of the CCP except for those used in the initial setup and the last mile cabling used in establishing connectivity between COMCLARK'S network and the CCP Management Information Systems Office (MIS) Office.
8. All payments shall be subject to government accounting rules and regulations.

**ARTICLE VII
TERM, RENEWAL AND TERMINATION**

1. This Agreement shall be in full force and effect from the date this agreement is signed by both parties, and shall remain in effect for one (1) year from MARCH 1, 2013 to FEBRUARY 28, 2014 and be renewed in accordance with existing laws at the option of the CCP. The minimum subscription is one (1) year. After the initial one-year period, CCP may terminate this Agreement without need of judicial action by giving notice of at least thirty (30) days before the intended date of termination;
2. In the event that the contract is not renewed for one (1) year and public bidding for a new Internet Service Provider is not yet completed, the CCP may extend the contract on a month-to-month basis, subject to the same terms and conditions of this agreement until a contract is awarded to the winning bidder. COMCLARK shall ensure a seamless hand-over and transfer of its responsibility as Internet service provider of CCP to the winning bidder in order to avoid interruption of services;
3. Notwithstanding the minimum subscription of one year, in case of unsatisfactory performance, or breach of aforementioned terms and conditions, CCP shall give COMCLARK one (1) month within which to remedy the cause of the breach, otherwise, CCP shall exercise its right to terminate the contract pursuant to Article VIII Section 8 below;
4. In cases where service is terminated before the agreed contract expires as initiated by CCP, CCP shall pay only the monthly subscription fees due as of the effectivity date of the pre-termination;
5. CCP shall be liable for Monthly Subscription Fees up to effectivity date of termination. Once the Service Agreement is terminated, all unpaid bills and penalty charges, when applicable, shall be immediately due and demandable. In addition, CCP will promptly return to COMCLARK all of the latter's equipment facilities or software that may be in

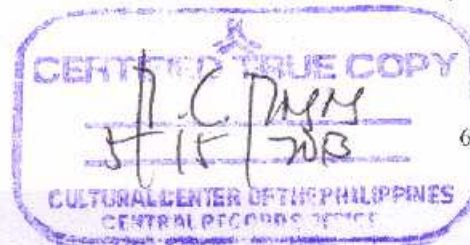
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CCP's possession, including those installed at CCP's customer's premises. In this regard, COMCLARK shall, upon giving five (5) days prior written notice, be authorized to enter the premises of CCP or that of its customers during office hours, in order to remove such equipment, facilities, or software.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

1. Both the CCP and COMCLARK shall ensure that in using the service, all applicable laws, rules and regulations and all the terms and prescribed by the National Telecommunications Commission are, at all times complied with.
2. COMCLARK shall be liable for any loss or damages sustained by reason of any disclosure of any information concerning CCP's account and particulars or for any error, omission or inaccuracy with respect to any information so disclosed due to the fault or negligence of COMCLARK
3. Indemnity. The CCP shall indemnify and hold harmless, COMCLARK against actions, proceedings, costs, claims, expenses, demands, liabilities, losses, and damages whatsoever including without limitation for defamation, infringement of intellectual property rights, death, property damage or pecuniary losses however arising which COMCLARK may sustain, incur, suffer or pay arising out of or in connection with the faulty or negligent use of the service by the CCP. COMCLARK shall indemnify and hold CCP free and harmless against any actions, expenses, liabilities, losses, death and/or damages arising from the faulty or negligent installation of the service by COMCLARK.
4. Confidentiality. Either party shall not divulge or communicate to any person (other than those whose province it is to know the same) or use or exploit for any purpose whatsoever (other than that contemplated in this Agreement) any confidential information which may or may have come to his knowledge by reason of or in connection with this Agreement including without limitation to subscription rates, terms and conditions, and shall use all reasonable efforts to prevent his employees, officers, agents and consultants from so acting, except where the prior written consent of the other party is obtained or where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any relevant regulatory body.
5. Modification/Severance Waiver. This agreement may only be amended or modified by a separate writing signed by both parties hereto. If one or more provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the same shall be deemed severed there from and shall not affect any of the other provisions of this Agreement. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.
6. Assignment. The rights and obligations under this Agreement shall not be capable of assignment by either party without the prior written consent in writing of the other party, but subject thereto, shall be binding on and ensure for the benefit of its successors and permitted assigns.
7. Force Majeure. COMCLARK shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this Agreement resulting from acts beyond the control COMCLARK, including without limitation to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, fire, lightning, epidemics, riots, strikes, lockouts, and industrial disputes except for any act or omission and negligence of COMCLARK or its employees.
8. In case of breach by COMCLARK of any of its undertakings herein, CCP may terminate this agreement without need of judicial action by giving at least fifteen (15) days prior notice to such effect. In the event of such termination, CCP shall pay only fees that are due as of the time of termination.



9. Governing Laws and jurisdiction. This Agreement is governed by the laws of the Republic of the Philippines and the parties submit to the exclusive jurisdiction of the court of the City of Pasay, Philippines.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and hereunto affixed their signature this APR 14 2013 day of CITY OF PASAY 2013 at Pasay City, Philippines.

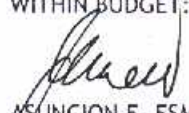
CULTURAL CENTER OF THE PHILIPPINES

COMCLARK TECHNOLOGIES, INC.


RAUL M. SUNICO
President


DENNIS ANTHONY H. UY
President

WITHIN BUDGET:



ASUNCION E. ESMERO, DBA 9/01/13
DM-III, Financial Services Department

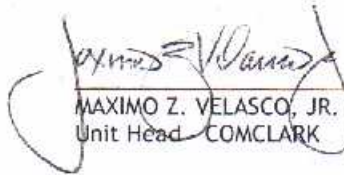
774 (01) March 01 - Dec. 31, 2013 1,089,880.00

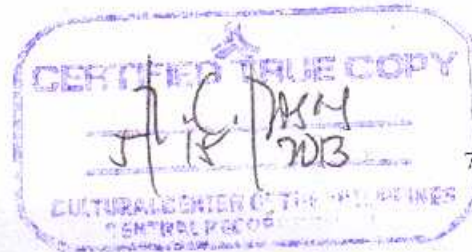
January 01 - Feb. 28, 2014 217,776.00

B.K. # 13-03-0677

SIGNED IN THE PRESENCE OF:


RODOLFO C. DEL ROSARIO
Vice President for Administration - CCP


MAXIMO Z. VELASCO, JR.
Unit Head - COMCLARK



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Makati, this APR 11 2013
personally appeared the following:

NAME GOVERNMENT DATE OF EXPIRATION
ISSUED I.D.
1. Raul M. Sunico, Ph.D. Passport# EB4314339 21 December 2016

known to me to be the same person who executed the foregoing instruments as:

POSITION COMPANY
1. President CCP

and he acknowledged to me that his signature confirms his own free deed and that of entity
he represents.

SIGNED and SEALED at the place and on the date above written.

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

Doc. No. 41 ;
Page No. 10 ;
Book No. I ;
Series of 2013.

NOTARY PUBLIC

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY) S.S.

BEFORE ME, a Notary Public for and in the City of Pasay, this PASIG CITY APR 11 2013
personally appeared the following:

NAME GOVERNMENT DATE OF EXPIRATION
ISSUED I.D.
1. Dennis Anthony H. Uy Passport# EB5945969 16 July 2017

known to me to be the same person who executed the foregoing instruments as:

POSITION COMPANY
1. President CNTC

and he acknowledged to me that his signature confirms his own free deed and that of entity
he represents.

SIGNED and SEALED at the place and on the date above written.

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

Doc. No. 431 ;
Page No. 86 ;
Book No. XXVII ;
Series of 2013.

NOTARY PUBLIC N. C. FAJARDO
NOTARY PUBLIC

