
TERMS & CONDITIONS OF SERVICES

This Terms and Conditions of Services (this “Agreement” or this “Service Contract”), shall govern the contractual relationships between Certus Mensura Calculo (CMC), OPC (hereinafter referred to as the “Company”) or any of its agents and the Client. Further, this Agreement will take precedence over any terms and conditions set forth by the Client as agreed in writing.

A. DEFINITIONS

- a. For purposes of this Agreement, the following terms shall have the following meanings:
 - i. “Client” means the contracting party the Company will render its services such as private enterprise, public companies, and governmental institutions.
 - ii. “Statement of Work” means the written instruction (job orders, work instructions, work orders, etc) provided by the Client pertinent to the scope of work or services, subject to these Terms and Conditions of Services.
 - iii. “Measurements Report” means the result of inspections, measurements, and computations relevant to the procedures carried out from the Client’s Statement of Work. It also means the Company’s assessment based on the applicable technical standards, trade practices, Client provided information, and other measures the Company deems relevant to the service outcome. The issued Measurements Report shall reflect only the facts gathered or data recorded at the time it is obtained within the scope of the instructions, technical standards, trade practices, and other reasonable methods.

B. PROVISION OF SERVICES

- a. The Company will initiate services in accordance to the Statement of Work provided by the Client and affirmed by the Company utilizing reasonable knowledge and expertise.
- b. The Company will provide the Measurements Report to the Client or Client’s representatives. The Company will release the Measurements Report to third parties only upon prior written authorization from the Client.
- c. The Company may engage the services of the sub-contractor to perform all or part of the services and authorizes the Company to disclose the relevant

information to complete the work or services.

C. CLIENT OBLIGATIONS

- a. The Client will ensure that the Statement of Work and accompanying documents are given at least 48 hours prior to the commencement of work or services;
- b. Provide all necessary permit for the Company's representative to access the premises where the services are to be performed;
- c. Ensure that the services can be performed without any obstacles or interruptions and take necessary measures to minimize disruption and delays;
- d. Ensure the safe and security of the working environment (job site, work areas, etc.), provide any personnel necessary, and special equipment required for the safe and appropriate execution of work or services;
- e. Provide the Company advance information of the presence or potential of risks and hazards such as radiation exposure, poisons, toxic, explosives or any hazardous materials, substance or environments.
- f. Engage the services of the Company free of any liabilities and conflict with other contracting parties and at law.

D. SUSPENSION OR TERMINATION

- a. The Company holds the right to suspend or terminate its services to the Client immediately and without liability in the event that the Client failed to comply with its obligations under item B and no corrective actions have been taken within 7 business days after the Client is notified.
- b. The Company reserves the right to suspend or terminate its services if the Client fails to make payments on any progressive billings.
- c. The Company shall suspend or terminate its services for any suspension in payments, insolvency, bankruptcy or cessation of business by the Client.

E. SERVICE FEES & PAYMENT

- a. Service fees and terms of payment shall be determined between the Company and the Client prior to the commencement of any work. However, any unforeseen services and fees discovered upon the execution of the work shall be at the Company's current standard rates and all applicable taxes shall be paid by the Client.

- b. The Client will pay the Company not later than the due date specified in the invoice. Failure to pay timely will incur an interest rate of **3% per month** on the balance until the full payment is received. A month is determined every 30-day of the due date.
- c. The Company retains the right to bring legal actions to the Client for the collection of unpaid service fees in any court having competent jurisdiction. Further, the Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- d. In the event that the Company is unable to perform its obligations due to the Client's circumstances that prevent the Company to perform as described in item B, the Company shall be remunerated of the amount the Company incurred in mobilization and non-refundable expenses and the agreed proportionate rate of the services completed.

F. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- a. The Company and the Client limit or exclude their liability to the other party for personal injury or death as a result of negligence of that party, its owners, officers, employees, representatives or its subcontractors. Further; such limitations and exclusion extend to any fraudulent acts or conducts of that party.
- b. The liability of the Company in contract, tort, including negligence and breach of the Agreement with respect to the agreed services, any claim of loss and damages however it arise shall be an amount equal to the fees paid by the Client to the Company for the services rendered in accordance to the Statement of Work and this Agreement.
- c. The Company nor any of its owners, officers, employees, representatives or its subcontractors shall not be liable to the Client or any third party for any actions resulting from or on the basis of the Measurements Report, as defined in Item A.a.iii above.
- d. The Company shall have no liability for any liabilities incurred by the Client, directly or indirectly or any consequential loss including without limitation loss of profits, loss of sale or business, loss of opportunity, goodwill or reputation, and cost or expense of making product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party and the Client failure to comply with the requirements of applicable law and regulation.
- e. Any claim by the Client against the Company must be made in writing within 30 days of the discovery of the circumstance arising for such claim; otherwise, the

Client shall discharge the Company from all liability to such claim.

G. INDEMNIFICATION.

- a. The Client shall indemnify and hold harmless the Company, its owners, officers, employees, representatives or its subcontractors from and against any and all claims, liabilities, and suits (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and whatever manner relating to the performance or non performance of any services.

H. GOVERNING LAW AND DISPUTE RESOLUTION

- a. The agreed Terms and Conditions of Services shall be governed by the laws of the Republic of the Philippines. Further, the parties agree to submit to any court having competent jurisdiction in respect of any dispute or claim arising out of or in connection with this Agreement.
- b. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center, Inc (PDRCI) Arbitration Rules as at present in force. Further,
 - i. The appointing authority shall be jointly determined by the parties;
 - ii. The number of arbitrators shall be three;
 - iii. The place of arbitration shall be jointly determined by the parties;
 - iv. The language to be used in the arbitral proceedings shall be in English or Tagalog.

I. CONFIDENTIALITY

- a. Any information and materials disclosed by or on behalf of the party (the **Disclosing Party**) to the other party (the **Receiving Party**) in connection with this Agreement that is reasonably considered to be confidential (**Confidential Information**) should be kept in confidence and used by the Receiving Party only for the purpose of this Agreement. Unless required by court order, law or regulation, the Receiving Party agrees not to disclose the Disclosing Party's Confidential Information to third parties except as necessary for the performance of this Agreement and under an Agreement by which the third party is to be bound by the obligations of this confidentiality clause and except that the Company may disclose Confidential Information to third party manufacturers,

potential investors, potential partners or acquirers under an Agreement by which such third party is to be bound by the obligations of this confidentiality clause.

J. MISCELLANEOUS

- a. **Severability.** If any one or more provisions of these Terms & Conditions of Service is or becomes illegal, invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. Further, if the entirety of this Agreement is found to be illegal, invalid or unenforceable, the Company and the Client shall commence to a good faith negotiation for an alternative Agreement.
- b. **Intellectual Property.** All Intellectual Property Rights, including but not limited to the proprietary rights of ideas, concepts and methodologies belonging to a party prior to this Agreement remain vested in that party.
- c. **Data Protection.** Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Republic Act No. 10173, also known as the Data Privacy Act of 2012.
- d. **Non-Compete.** During the terms of this Agreement and within one year thereafter, the Client shall refrain from directly or indirectly encouraging or presenting an offer that will lead to the Company's employees to leave their employment with the Company.
- e. **Trademark.** The use of the Company's corporate name, logo, brand or proprietary markings for marketing and publishing purposes must have prior approval from the Company in writing.
- f. **Amendment.** No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorized signatory of each party.