

## Contract of Services

### ***KNOW ALL MEN BY THESE PRESENTS :***

This **Contract of Services**, hereinafter referred to as the “**Contract Agreement**” or “**Contract**” or simply as the Act, is made and executed on this 31st day of October 2012 by and between the following parties:

**CYBERPARKHOLDINGS INC.**, a company duly organized and existing under the laws, rules and regulations of the Philippines, acting thru a designated main office address located at No. 638 Glenn St., Moonwalk Phase II, Parañaque City, Metro Manila, Philippines represented in this act by its \_\_\_\_\_, Filipino, of legal age, holder of Philippine Passport No. \_\_\_\_\_, and hereinafter referred to as the “**FIRST PARTY**” or the “**CORPORATION**”;

and

\_\_\_\_\_, a company duly organized and existing under the laws, rules and regulations of the \_\_\_\_\_, acting thru a designated office address located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ represented in this act by its \_\_\_\_\_ of legal age, holder of Philippine Passport No. \_\_\_\_\_, and hereinafter referred to as the “**SECOND PARTY**” or the “**CONTRACTOR**”;

### **WITNESSETH That:**

**WHEREAS**, CORPORATION issued invitation to bid for the Design, Engineering and supply of Materials, Labor, Tools and Equipment, for the Construction of Fleurdelis Green Heights Village I(A), I(B), I(C) at Km. 6, Bgy. Baan, Butuan City;

**WHEREAS**, CONTRACTOR submitted prequalification documents, was prequalified and issued the scope of works and general plans/specifications for aforesaid undertaking;

**WHEREAS**, in the bidding held on October 20, 2012, on the aforesaid undertaking, CONTRACTOR submitted the lowest complying and most advantageous bid;

**NOW, THEREFORE**, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

### **ARTICLE I**

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms and conditions hereof:

- (a) Contract Agreement (This Part);
- (b) Instructions to Bidders;;
- (c) Checklist and Form Addenda to Bidding Documents;
- (d) Scope of Work/Specifications of the CORPORATION;
- (e) Drawings;
- (f) Special Conditions of Contract;
- (g) General Conditions of Contract; any other document listed in the SCC as forming part of this Contract.

Approved accompanying data submitted by CONTRACTOR; all drawings; maps and plans hereto attached or on file in the office of the Corporation and additional detailed drawings to be made during construction period related to this work; CONTRACTORs bid dated Oct. 2012; CORPORATION’s Letter of Acceptance; and the performance bond to be filed by CONTRACTOR in the manner provided, are hereby expressly made integral parts of this contract by reference insofar as they have not been modified or are not inconsistent with terms and conditions of this contract.

**ARTICLE II**

**SCOPE OF WORK AND COMPLETION PERIOD**

CONTRACTOR shall, in accordance with the provisions of this contract and the contract documents, fully and faithfully furnish all materials, tools and equipment and perform all labor in the Design and Construction of Fleurdelis Green Heights Village I(A), I(B), I(C) at Km. 6, Bgy. Baan, Butuan City.

Upon signing of this Contract, no more than three (3) days, the award of contract and the notice to the CONTRACTOR shall be given by CORPORATION.

CONTRACTOR shall commence the works under this Contract within fifteen (15) calendar days from the date of the acknowledgement of the receipt of the formal contract award and “Notice to Proceed Work” and shall complete all said works within Three Hundred and Sixty (360) calendar days counted from the signing of this Contract.

**ARTICLE III**

**TOTAL CONTRACT PRICE**

For and in consideration of the work to be undertaken by the CONTRACTOR as specified in the preceding article hereof, the CORPORATION shall pay CONTRACTOR in Philippine Currency based on the following unit price:

Description	Qty/Unit	Amount (PHP)
<b>TOTAL</b>		

**ARTICLE IV**

**PAYMENT OF SERVICES**

For services CORPORATION shall provide CONTRACTOR Mobilization Fund equivalent to Twenty Percent (20%) of the Contract Price. Succeeding releases will be through progress payments up to Ninety Percent (90%) of the Contract Price. Upon completion of works

and submission of the Final Report, CONTRACTOR shall receive payment of the remaining balance of Ten Percent (10%).

## **ARTICLE V**

### **LIQUIDATED DAMAGES**

In case CONTRACTOR refuses or fails to satisfactorily complete the work within the time specified herein, plus any extension duly granted and is hereby in default of the contract, the CONTRACTOR agrees to pay CORPORATION as liquidated damages an amount of one tenth (1/10) of one percent (1%) of the contract price minus the value of the completed portions of the contract certified by the CORPORATION; as of the expiration of the contract time, for each calendar days of delay, until the work is completed and accepted or taken over by CORPORATION. To be entitled to such liquidated damages, the CORPORATION does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to CONTRACTOR under the Contract and/or collect such liquidated damages from the performance bond of CONTRACTOR or its surety whichever is convenient to CORPORATION.

## **ARTICLE VI**

### **WARRANTY CLAUSE**

CONTRACTOR hereby warrants that he or his representatives has not offered or paid directly any government officer and/or Corporation officials or employee, any consideration or commission for the contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR shall not sub-contract work to him to an employee or official of the CORPORATION and to the relatives within the third (3rd) degree of consanguinity or affinity of CORPORATION's officials who are directly or indirectly involved in contract awards or project prosecution.

## **ARTICLE VII**

### **COOPERATION CLAUSE**

1. It is expressly understood and agreed that for all legal intents and purposes, all employees of CONTRACTOR employed under this contract shall not be considered as employees of the CORPORATION.

2. CONTRACTOR hereby binds itself to pay its employees in accordance with P. D. No. 442, as amended, (New Labor Code). Likewise, CONTRACTOR shall be solely responsible for the payment of all indemnities to its employees which may arise under existing laws and shall comply with the provisions of all other laws/decrees relative to its employees. For informatory purposes, CONTRACTOR shall, every end of the month, submit to CORPORATION reports and/or information befalling its employees assigned to premises of CORPORATION in accordance with this Contract. In case CORPORATION becomes liable to any employee of CONTRACTOR under the provisions of any law resulting from CONTRACTORs failure to comply with said law, CONTRACTOR shall request CORPORATION for payment of any compensable liability.

**ARTICLE VIII**

**RIGHT OF TERMINATION**

CORPORATION reserves the right to terminate or rescind this agreement even before its expiration should it be deemed necessary that the CONTRACTOR's accomplishment/ performance is unsatisfactory based on stipulated plan and specifications.

**ARTICLE IX**

**PERFORMANCE BOND**

CONTRACTOR shall, at the time of the execution of this Contract or within a reasonable time thereafter, file with CORPORATION a performance cash bond to CORPORATION in a sum equal to FIVE PERCENT (5%) of the total contract price, which bond shall be subject to the provision of Amendments to the Implementing Rules and Regulations of P.D. 194 Governing Infrastructure Contracts. If the security is in the form of a negotiable banking instrument such as a bank draft / bank guarantee, or Letter of Credit, the bond shall be equal to TEN PERCENT (10%) of the contract price and THIRTY PERCENT (30%) if the bond is in the form of a Surety Bond, which however, is altogether not encouraged under this Contract.

<b>Form of Bid Security</b>	<b>Amount of Bid Security (Equal to Percentage of the ABC)</b>
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Ten percent (10%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

**ARTICLE X**

**RECORD DOCUMENTS**

A. CONTRACTOR will note on a record set of Project Drawings any Work done that is not shown on the original Plans and not described in other Contract Documents. The record set of Project documents will be delivered to CORPORATION at the same time as final payment is requested.

**ARTICLE XI**

**SUBMISSIONS**

A. Shop Drawings will indicate in detail all parts of the building components, Installation details, and coordination with Work of other trades or other CONTRACTORS. Shop Drawings for structural steel, timbers and pre-cast concrete will include engineering calculations, fabrication details and erection Drawings that show physical characteristics, dimensions, shapes,

inserts, attaching points and methods, and other information required for manufacture, assembly and erection, in compliance with the Contract Documents.

B. Approval by CORPORATION's Representative does not relieve CONTRACTOR of responsibility for compliance with the Contract Documents except as follows: If a Submission does not comply with Contract Documents, CONTRACTOR will attach to the Submission, prior to approval, a written request for variation showing the change in Contract Price and Contract Time, if any, that will result from the variation. If CORPORATION's Representative approves a Submission which includes a written request for a variation and which requires a change in the Contract Price or Contract Time, CORPORATION's Representative will issue a contract Modification confirming the change. If CORPORATION's Representative approves a Submission with a written request for a minor variation which does not require a change in the Contract Price or Contract Time, no contract Modification is needed. A minor variation is anything which does not materially alter the quality or performance of the Work. Approved variations are subject to all terms of this agreement and without prejudice to any rights granted to CORPORATION's Representative under a Surety Bond.

C. CONTRACTOR is entitled to expect that corrections to Submissions by CORPORATION's Representative be clearly noted and easily understood so that prompt resubmission is possible without further instructions from CORPORATION's Representative.

D. CORPORATION's Representative will review Submissions and notify CONTRACTOR of approval or rejection within three (3) Calendar Days of receipt.

E. CORPORATION's Representative will review Submissions of CONTRACTOR for conformance with Requirements of the Contract Documents and will approve or take other appropriate action upon those Submissions. CORPORATION's Representative will advise CONTRACTOR of any errors or omissions which CORPORATION's Representative may detect during this review. Submissions approved by CORPORATION's Representative become additions to the Contract Documents and can be relied on by CONTRACTOR in completing the Work. Nothing in any approved Submission shall be interpreted to limit CONTRACTOR in selection of the means, method, technique, sequence or procedure of construction.

## **ARTICLE XII**

### **THE SCOPE OF WORK**

A. CONTRACTOR shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Project in compliance with the Contract Documents.

B. CONTRACTOR is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. CONTRACTOR shall be responsible for allocation of tasks between trades and will be the final authority on location and routing of equipment and storage of materials on the Job Site.

C. CONTRACTOR will ensure that Subcontractors, their agents, and employees adhere to these Contract Documents. CONTRACTOR accepts responsibility for all Work performed under this contract, including Work performed by employees of Subcontractors. CONTRACTOR will settle disputes among Subcontractors and between CONTRACTOR and Subcontractors so that disagreements do not delay completion of the Work or affect quality of the Work.

D. CONTRACTOR shall make a best effort to adopt and implement policies and practices designed to minimize Work stoppages, slowdowns, disputes or strikes. Except as may be specifically provided elsewhere in this or a separate agreement, CONTRACTOR is not liable to CORPORATION for damages suffered by CORPORATION as a result of Work stoppages, slowdowns, disputes or strikes. CONTRACTOR shall allocate labor tasks among the various

trades in accordance with local custom, rules, jurisdictional awards, regulations, and decisions, regardless of any classification by the Contract Documents.

E. CONTRACTOR shall provide on the Job Site during the period of construction a temporary chemical toilet or water closet which shall be serviced no less than weekly. Upon completion of the Project, CONTRACTOR will remove temporary toilet facilities from the site.

F. CONTRACTOR shall provide temporary elevators and lifts as may be required by construction personnel, including Subcontractors, Material Suppliers, Inspectors, and Representatives of CORPORATION. Elevators and lifts will comply with all national, regional and local Laws and ordinances in effect at the Job Site. Upon completion of the Project, CONTRACTOR will dismantle and remove temporary elevators and lifts.

G. CONTRACTOR shall develop and present to CORPORATION for approval (which shall not be withheld unreasonably), a site logistics plan drawn to scale, showing proposed secure and fenced areas, locations and types of temporary barricades, material storage and staging areas, property entrances used for material deliveries, and special material or equipment storage Requirements. This plan will include a description and proposed location for any temporary office, storage trailer, sanitary facilities, and parking for construction personnel

### **ARTICLE XIII**

#### **JOB SITE SAFETY**

A. CONTRACTOR will at all times take all reasonable precautions for the safety of employees and the public at the Job Site and will comply with all applicable safety Laws and regulations of national, regional, and local authorities (including building codes) and safety Requirements of CORPORATION.

### **ARTICLE XIV**

#### **HAZARDOUS MATERIALS USED IN CONSTRUCTION**

A. Except as provided elsewhere in the Contract Documents, CONTRACTOR is responsible for all Hazardous Materials brought to the Job Site by CONTRACTOR or Subcontractors.

### **ARTICLE XV**

#### **HAZARDOUS MATERIALS DISCOVERED ON SITE**

A. Except as provided elsewhere in the Contract Documents, CORPORATION is responsible for all Hazardous Materials discovered on the Job Site so long as those materials were not brought on the Job Site by CONTRACTOR, Subcontractors, or anyone directly or indirectly employed by them. Nothing in this paragraph shall relieve CONTRACTOR from liability for negligence in handling or removing Hazardous Materials as required under the terms of this agreement.

B. Except as provided in the Contract Documents or as agreed by mutual consent, CONTRACTOR shall not be required to perform Work relating to asbestos, polychlorinated biphenyl (PCB), toxic mold or any other Hazardous Material.

C. CORPORATION shall defend, Indemnify and hold harmless CONTRACTOR from and against all loss, liability, claims, costs, damage and economic detriment of any kind whatsoever, or expense (including attorney's fees) that arises out of or results from the discovery or existence of Hazardous Material on the Job Site, whether or not identified in the Contract Documents, provided such loss, liability, costs, damage and economic detriment is not the result of any negligent act or omissions of CONTRACTOR, Subcontractors or anyone directly or

indirectly employed by them. Indemnification by CORPORATION under this paragraph shall apply even if CORPORATION is in no way responsible for the loss to CONTRACTOR.

## **ARTICLE XVI**

### **COMPLIANCE WITH LAW**

A. CONTRACTOR and CORPORATION mutually commit to use reasonable care to meet the Requirements of regional, national and local Law when discharging their responsibilities under this agreement.

B. If CONTRACTOR observes that Drawings, Specifications, or other Contract Documents do not comply with applicable Law, CONTRACTOR shall promptly notify CORPORATION or CORPORATION's Representative of the variance. Any changes made to the Contract Documents as a result of this notice shall be handled in the form of a Change Order under this agreement.

C. CONTRACTOR shall bear none of the cost of correcting Work completed according to Contract Documents but not in compliance with Law if CONTRACTOR did not know that Contract Documents or instructions from CORPORATION or CORPORATION's Representative did not comply with the Law.

D. If Law enacted after the Contract Date changes the Scope of Work under this agreement, CONTRACTOR and CORPORATION will execute a Change Order adjusting the Contract Price and Contract Time to accommodate the change in the Scope of Work.

## **ARTICLE XVII**

### **SURVEY**

A. CORPORATION will employ an engineer or licensed land surveyor to establish lines, points and levels adequate to lay out alignment and elevations for the Project. CORPORATION is responsible for accuracy of the survey marks and other site information supplied to CONTRACTOR. CONTRACTOR shall promptly notify CORPORATION of any discrepancies found in survey markers or other site information supplied by CORPORATION.

B. If CONTRACTOR suffers any loss or delay due to inaccuracy of the Job Site survey supplied by CORPORATION, CONTRACTOR shall be entitled to an adjustment in the Contract Price and Contract Time, including damages for delay, shutdown and startup expense, lost profits and consequential damages.

C. CONTRACTOR shall maintain and preserve all survey monuments, markers, hubs and stakes on the Job Site until authorized or required to remove them. If such marks are lost, moved or destroyed while still needed to complete the Work, CONTRACTOR will have the marker reset by a licensed land surveyor or engineer at no cost to CORPORATION.

D. CORPORATION will provide CONTRACTOR with all relevant site information available to CORPORATION, such as information about soil conditions, easements, utility lines (whether on or adjacent to the site), floodplain maps, fault maps, and existing improvements. These are not Contract Documents and CORPORATION makes no warrant on the accuracy of information provided to CONTRACTOR under the terms of this paragraph.

## **ARTICLE XVIII**

### **LAYOUT**

A. CONTRACTOR shall be responsible for alignment and elevation of the Work and will set grade stakes, batter boards, and other working points, lines and elevations required to complete the Project as described in the Contract Documents.

## **ARTICLE XIX**

### **PERMITS AND FEES**

A. In cooperation with CORPORATION, CONTRACTOR shall help to secure all permits, licenses and renewals required by government authority to complete construction of the Project. If permits are required for Subcontracted Work, Subcontractors will secure those permits. CORPORATION shall assist CONTRACTOR in responding to requests for information from the permit-issuing authority. CONTRACTOR shall provide CORPORATION a copy of each permit, license and renewal issued by government authority for the Project.

B. CORPORATION will pay the building permit fee, Plan check fee, and charges levied by government for testing, Inspection and Re-Inspection of the Project.

C. Except as provided elsewhere in this agreement, CORPORATION will pay all fees and application charges imposed by government authority, including, but not limited to, grading permit fees, drainage permit fees, traffic control charges, thoroughfare charges, impact fees, special district fees, sewer fees, water fees, planning fees, school fees, elevator permit fees, charges for temporary access or use of the public right of way, and charges for document processing, hearings, and certifications. CORPORATION will also pay all fees and application charges imposed by any association of property owners having authority over the Job Site.

D. Except as provided elsewhere in this agreement, CORPORATION will pay all application fees and connection charges imposed by utility companies or government agencies for bringing service to the Job Site, and for connecting water, electricity, phone, cable, sewer, and drainage lines.

E. Except as provided elsewhere in this agreement, CORPORATION will secure all approvals for the Project that are required by government authority, including planning, easements, remediation, environmental, and zoning approvals.

## **ARTICLE XX**

### **TAXES**

A. If any national, regional or local tax rate increases or if any new national, regional or local tax is imposed, whether by Law, regulation, or interpretation, between the Contract Date and Substantial Completion, the Contract Price shall be increased by the additional tax levied on CONTRACTOR, but only to the extent that the change in rate or new tax could not have been reasonably foreseen on the Contract Date.

## **ARTICLE XXI**

### **TEMPORARY UTILITIES**

A. CONTRACTOR shall pay all costs associated with use of temporary utilities on the Job Site during construction, including application fees, permits, engineering, and metered service for water, electric power, heating and cooling. Temporary utility systems provided by CONTRACTOR shall be designed and installed to protect the public and construction personnel and conform to applicable Laws and Regulations.

B. Utility services shall be re-listed in the name of CORPORATION on the Calendar Day following Substantial Completion, and CORPORATION shall pay for utility services after that date.



## **ARTICLE XXII**

### **PERMANENT UTILITIES**

A. CORPORATION shall secure and pay for Installation, connection, and modification of permanent electric, water, phone, cable, sewer and gas service as required for the completed Project.

## **ARTICLE XXIII**

### **JOB CLEANUP**

A. CONTRACTOR shall regularly remove from the Job Site and storage areas all surplus material, waste and debris resulting from the Work. Construction debris shall be removed to a legal refuse collection site with disposal or recycling fees paid by CONTRACTOR. At completion of the Work, CONTRACTOR shall, in addition, remove from the Job Site all tools, equipment and scaffolding brought to the Job Site by CONTRACTOR or Subcontractors. At Substantial Completion, exposed finishes of windows, doors, floors, walls, ceilings, fixtures and trim shall be cleaned and free of grime, stains, over spray, dirt and dust.

B. CONTRACTOR shall provide a trash disposal facility on the Job Site for use by construction personnel. The on-site trash facility provided by CONTRACTOR shall be of an appropriate size for the Project and placed in a location approved by CORPORATION. All construction debris shall either be placed in the trash facility provided by CONTRACTOR or hauled to a legal disposal site, at the discretion of CONTRACTOR. When any trash container provided by CONTRACTOR is full, contents shall be removed to a legal disposal facility at the expense of CONTRACTOR.

## **ARTICLE XXIV**

### **PROJECT SIGN**

A. CONTRACTOR shall fabricate and erect a Project sign designed by CORPORATION's Representative and bearing the name of the Project, Prime CONTRACTOR, principal Subcontractors, designers, consultants, lead lender, a short Project description, and expected Completion Date. Location of the Project sign will be designated by CORPORATION or CORPORATION's Representative. CONTRACTOR may erect directional signs at the Job Site with approval of CORPORATION with respect to size, style and location. Directional signs may bear the name of CONTRACTOR and a directional symbol. No other signs will be permitted except by permission of CORPORATION.

## **ARTICLE XXV**

### **PROJECT SUPERVISOR**

A. To assist the CORPORATION Representative, CONTRACTOR shall employ a competent Supervisor and any necessary assistants or alternates, all approved by CORPORATION or CORPORATION's Representative. The Supervisor shall not be changed except with the consent of CORPORATION or CORPORATION's Representative, unless the Supervisor is discharged by CONTRACTOR. The Supervisor shall have authority to represent CONTRACTOR in all matters relating to the Project. Communications with the Supervisor shall have the same force and effect as direct communication with CONTRACTOR.

B. The Project Supervisor shall be able to read, write, and communicate in the English language.

## **ARTICLE XXVI**

### **EMERGENCY RESPONSE**

A. In any Emergency threatening the health, safety or life of persons or serious and immediate damage to property, CONTRACTOR shall use best efforts and full discretion without special instruction or authorization from CORPORATION to prevent the threatened damage, injury or loss. When directed by any authority, CONTRACTOR shall provide Emergency assistance without special instruction or authorization from CORPORATION. However, CONTRACTOR shall notify CORPORATION promptly if CONTRACTOR believes any significant changes in the Work or variations from Contract Documents have been caused by the Emergency response.

B. Provided CONTRACTOR is not responsible for the Emergency condition and provided the additional cost to CONTRACTOR for the Emergency response is not covered by insurance or recoverable from others, CONTRACTOR shall be granted a Change Order to compensate for the Emergency response.

## **ARTICLE XXVII**

### **CORPORATION'S RESPONSIBILITIES**

A. CORPORATION affirms that CORPORATION has the right to enter into this agreement and has the right to contract for construction of the Project on the Job Site. CORPORATION shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.

B. CORPORATION will ensure that CORPORATION's Representative responds in writing and with reasonable promptness to written requests from CONTRACTOR for (1) interpretation of the Plans or Specifications, or (2) other information relevant to completion of the Work. CONTRACTOR is authorized to rely on written responses from CORPORATION's Representative.

C. CORPORATION shall have sole responsibility to secure financing for the Project and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of CORPORATION to CONTRACTOR. CORPORATION hereby authorizes and directs any lender on the Project to furnish CONTRACTOR with full information on undisbursed loan proceeds when requested by CONTRACTOR.

D. CORPORATION will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by CONTRACTOR or Subcontractors except as provided under this agreement.

## **ARTICLE XXVIII**

### **CONSTRUCTION BY OTHERS**

A. With the exception of the Environmental Safety CONTRACTOR, that will lay out the water lines and build the Septage Treatment Plant, CORPORATION shall neither hire nor retain Separate CONTRACTORS, Subcontractors, employees or agents of CORPORATION to perform Work on the Job Site while Work is being done under this agreement by CONTRACTOR.

## **ARTICLE XXIX**

### **CORPORATION REPRESENTATIVE'S AUTHORITY**

A. CORPORATION's Representative has authority to administer the contract, make construction decisions on behalf of CORPORATION, and is the primary authority on issues of compliance with the Drawings and Specifications of this Contract.

B. After the Contract Date, CORPORATION shall make no change in the responsibilities or authority of CORPORATION's Representative without consent of CONTRACTOR.

C. CORPORATION's Representative shall have the right to visit the Project and view Work in progress at any time. Any Defective Work found or suspected, either as the result of a site visit or otherwise, shall be reported promptly to CONTRACTOR. No actions taken or statements made during site visits shall relieve CONTRACTOR of obligations described in the Contract Documents.

D. Communication between CONTRACTOR and CORPORATION shall be initiated through CORPORATION's Representative unless direct communication is required by Law or Contract Documents. Unless otherwise authorized by CONTRACTOR, communications between CORPORATION's Representative and Subcontractors or Material Suppliers shall be through CONTRACTOR. Communications by CONTRACTOR and Subcontractors with Separate CONTRACTORs shall be through CORPORATION's Representative. Communications between CONTRACTOR and consultants to CORPORATION's Representative shall be through CORPORATION's Representative.

E. CORPORATION's Representative shall have the authority to reject and order removed any portion of the Work which does not conform to the Contract Documents.

F. CORPORATION's Representative shall have authority to conduct Inspections in connection with Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion.

## **ARTICLE XXX**

### **REPRESENTATIONS BY CONTRACTOR**

A. CONTRACTOR shall use skill and attention to complete the Work in a timely manner consistent with the Contract Documents.

B. CORPORATION has reported to CONTRACTOR all conditions known to CORPORATION which may not be apparent to CONTRACTOR and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

## **ARTICLE XXXI**

### **DISCLAIMER BY CORPORATION, RELIANCE BY CONTRACTOR**

A. CORPORATION has provided CONTRACTOR with information on subsurface or concealed conditions at the Job Site. Except to the extent that CONTRACTOR knows this information to be false, CONTRACTOR is entitled to rely on the accuracy of this information

## **ARTICLE XXXII**

### **DISCREPANCY BETWEEN PLANS AND FIELD CONDITIONS**

A. CONTRACTOR represents as a Design Professional and has an obligation to ensure there are no discrepancies between Job Site conditions and representations or Requirements in the Contract Documents.

B. CONTRACTOR shall not be liable for untold discrepancies between representations or Requirements in the Contract Documents and conditions at the Job Site unless CONTRACTOR knowingly fails to report a discrepancy, in which case CONTRACTOR shall be liable for additional costs incurred as a result of failure to give prompt notification.

C. If any concealed structure, water, power, waste, drain or gas line is uncovered or revealed during construction which is not as indicated in the Contract Documents or is inconsistent with information provided by CORPORATION, CONTRACTOR shall promptly, and before any such structure or line is disturbed or damaged (except in an Emergency), notify CORPORATION or CORPORATION's Representative. CONTRACTOR shall submit a Claim for a Change Order which covers the additional cost incurred as a result of such structure, water, power, waste, drain, or gas line uncovered or revealed during construction

## **ARTICLE XXXIII**

### **DIFFERING SITE CONDITIONS**

A. CONTRACTOR shall promptly, and before conditions are disturbed, give a written notice to CORPORATION of (1) Subsurface or latent physical conditions at or near the Job Site which differ materially from those indicated in the Contract Documents, and (2) Unknown physical conditions at or near the Job Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character called for in the Contract Documents. CORPORATION shall investigate the site conditions promptly after receiving notice. If the conditions do materially so differ and cause an increase or decrease in the cost to CONTRACTOR or the time required for performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

B. Both natural and man-made physical conditions, including asbestos, pollution and mold, may form the basis for a Claim for equitable adjustment for differing site conditions.

C. If concealed or unanticipated conditions require a change in the Plans or Specifications, CORPORATION will issue a Change Order modifying the Contract Documents, Contract Price and Contract Completion Date, if any.

D. Anything in this contract notwithstanding, CONTRACTOR is entitled to rely on

express or implied representations concerning site conditions made by CORPORATION and those employed by CORPORATION regardless of whether those representations are made in Contract Documents or otherwise.

#### **ARTICLE XXXIV**

##### **ACCESS FROM OTHER PROPERTY**

A. When the Work requires access by CONTRACTOR through adjacent public or private property or closure of a public right of way, CORPORATION shall secure the appropriate permit, license or temporary easement, and give notice as may be required by Law.

B. CORPORATION agrees to Indemnify and hold CONTRACTOR harmless from Claims by owners of adjacent private property and from Claims of government resulting from access by CONTRACTOR through public property or closure of a public right of way.

#### **ARTICLE XXXV**

##### **ACCESS TO SITE BY CORPORATION**

A. While Work is in preparation or in progress, CONTRACTOR shall, at all times, provide access to the Job Site to CORPORATION and those authorized by CORPORATION. CONTRACTOR shall provide safe and proper facilities for such access. CORPORATION and those authorized by CORPORATION shall have the right to inspect all Work done and all materials, equipment and fixtures furnished, installed, or stored in and about the Job Site.

B. If CORPORATION or anyone authorized by CORPORATION is on the Job Site while Work is in preparation or progress and causes a delay or disruption of the Work or does damage to the Work, for which CONTRACTOR is in no way responsible, CONTRACTOR shall be entitled to extra compensation or an extension of time, or both.

#### **ARTICLE XXXVI**

##### **USE OF THE SITE**

A. CORPORATION has agreed to furnish all required rights to use the land upon which the Work is to be constructed. CORPORATION will identify any encumbrances or restrictions related to use of the land furnished and CONTRACTOR agrees to comply with those encumbrances or restrictions. If CORPORATION fails to furnish the land, rights of way, or easements when required, CONTRACTOR may make a Claim for extra compensation, additional time, or other relief.

B. Except as otherwise provided in the Contract Documents, CONTRACTOR may erect temporary facilities, such as storage sheds, shops and offices on the Job Site. Such temporary buildings shall remain the property of CONTRACTOR and shall be removed at the expense of CONTRACTOR at completion of the Work.

C. CORPORATION shall designate a construction entrance which CONTRACTOR shall use for all delivery of materials and equipment and which shall be used by all construction personnel.

## **ARTICLE XXXVII**

### **PAYMENT PLAN**

A. CORPORATION will pay to CONTRACTOR the Contract Price in installments consisting of progress payments and a final payment on completion of the Work.

### **PROGRESS PAYMENTS**

#### **SCHEDULE OF PROGRESS PAYMENTS**

1. Each progress payment will cover Work done during the pay period. The amount of each progress payment will be based on the value of Work completed. If a progress payment would be due on a legal holiday, the payment will be made on the last business Day before that holiday.

2. Progress payments will be made monthly on the 1st of each month.

### **B. PROCESSING OF PROGRESS PAYMENTS**

1. No later than 7 Calendar Days before a progress payment is due under the terms of this agreement, CONTRACTOR shall submit to CORPORATION's Representative an application for payment itemizing charges for Work done in previous pay periods and for Work done in the current pay period, including adjustments to the Contract Price resulting from approved Change Orders or other changes required by CORPORATION. Within a reasonable time after receipt of a request for payment, CORPORATION's Representative will inform CONTRACTOR and CORPORATION that a Certification of Payment has been issued covering all, part, or none of the payment request. If any portion of an application for payment is not approved, CONTRACTOR shall be entitled to payment on the portion approved.

2. Once a Certificate of Payment is issued by CORPORATION's Representative, CORPORATION is required to issue payment to CONTRACTOR in the amount approved and in compliance with the terms of this contract.

3. The amount of each progress payment shall be based on the value of construction put in place during the payment period as calculated from an approved Schedule of Values.

### **C. APPROVAL OF PROGRESS PAYMENTS**

1. CONTRACTOR acknowledges that CORPORATION's Representative may decline to approve the portion of any request for payment which includes: (1) Charges based on Defective Work not remedied, or (2) Work by a Subcontractor or materials from a Supplier for which CONTRACTOR is withholding payment pending resolution of a dispute.

2. CONTRACTOR acknowledges that CORPORATION's Representative may decline to approve all or any portion of a request for payment (1) After legal Claims relating to the Project have been filed and served on CONTRACTOR or CORPORATION, (2) After CONTRACTOR is delinquent paying Subcontractors, employees or Material Suppliers, (3) After failure of CONTRACTOR to make contributions required by regional or national Law or by collective bargaining agreements, (4) If it becomes apparent that the Work cannot be completed

for the unpaid balance of the Contract Price or finished by the Contract Completion Date, (5) If CONTRACTOR is responsible for substantial damage to Work of CORPORATION or a Separate CONTRACTOR, or (6) If payment would exceed the total liability of CORPORATION for the Project after deducting a reserve for liquidated damages reasonably expected.

3. Promptly on disapproval of all or any portion of a payment request, CORPORATION shall provide to CONTRACTOR written notice of denial identifying for each line item denied: (1) The amount withheld, (2) The Defect or reason for withholding, (3) The remedial action required to cure the Defect, and (4) Documentation needed to reestablish an obligation of CORPORATION for payment. Within 7 Calendar Days after CONTRACTOR cures the Defect and provides appropriate documentation that is approved by CORPORATION's Representative, CORPORATION shall pay CONTRACTOR within 7 Calendar Days for the value of line items thus approved.

4. Unless otherwise provided in the Contract Documents, applications for payment may include, at the option of CONTRACTOR, itemized charges for materials and equipment not yet incorporated in the Work but delivered and suitably stored on the Job Site. Application for payment for stored materials and equipment shall include a bill of sale or other confirmation that stored materials and equipment are the property of CORPORATION.

5. Each application for payment shall be submitted on the form approved by CORPORATION.

#### **D. DISCHARGE OF LIENS AND PAYMENT OF SUBCONTRACTORS**

1. CONTRACTOR warrants that, upon payment, CORPORATION shall receive clear title to all Work identified in the application for payment, free and clear of all liens and Claims, including Claims of Subcontractors, employees or Material Suppliers. CONTRACTOR also agrees that this vesting of title in CORPORATION does not impose any obligation on CORPORATION or relieve CONTRACTOR from any obligation under this contract. CONTRACTOR shall remain responsible for damage to or loss of both the Work and stored materials until Final Completion.

2. CONTRACTOR warrants and guarantees that no Work, materials, or equipment covered by a request for payment has been acquired by CONTRACTOR or by any other person performing the Work or furnishing materials or equipment for the Project subject to an agreement under which an interest therein, or an encumbrance thereon, has been retained by seller or otherwise imposed by CONTRACTOR.

3. CONTRACTOR shall furnish, with each application for payment, executed waivers of liens from CONTRACTOR and each Subcontractor and Material Supplier to the Project in the amount of the application for payment. Waivers of liens shall be in a form satisfactory to CORPORATION, title insurer, and lenders. In lieu of a waiver of lien, CONTRACTOR may submit a Bond by a Surety company licensed to do business in the regional of California guaranteeing satisfaction of any lien rights claimed by Subcontractors, Material Suppliers, or employees.

4. CONTRACTOR shall disburse funds received from CORPORATION among Subcontractors and Material Suppliers in proportion to the Work done and materials received for the Project during the pay period. CONTRACTOR shall retain or hold back payment to Subcontractors in no greater proportion than the proportion of Retainage in payments made by

CORPORATION to CONTRACTOR. By separate agreement, CONTRACTOR shall require each Subcontractor on the Project to make payments to Sub-subcontractors and Material Suppliers in a similar manner.

#### **E. SCHEDULE OF VALUES**

1. No later than 30 Calendar Days before the first progress payment is due, CONTRACTOR shall submit a draft Schedule of Values for approval by CORPORATION's Representative. When approved, the Schedule of Values shall be the basis for calculating amounts due in progress payments. The units installed or the estimated percent completed during the pay period multiplied by the unit value equals the payment earned during the pay period.

2. When requested by CORPORATION's Representative, CONTRACTOR shall supply documentation to support figures in the draft Schedule of Values. When requested by CORPORATION's Representative, CONTRACTOR shall submit a revised draft Schedule of Values that overcomes the reasonable objections of CORPORATION's Representative. The draft Schedule of Values is approved as submitted if CORPORATION's Representative makes no objection within 10 Calendar Days of submission. CONTRACTOR shall make no application for progress payment until a Schedule of Values has been approved by CORPORATION's Representative.

3. CONTRACTOR shall draft a revised Schedule of Values for approval by CORPORATION's Representative when, in the opinion of CORPORATION's Representative, changes to the Contract Documents or the Contract Price require a revised Schedule of Values.

4. Costs which CONTRACTOR may incur prior to the start of construction, such as Bonds, permits and mobilization expense, may, at the option of CONTRACTOR, be included on a separate Schedule of Values and submitted for approval with a request for expedited consideration. When approved by CORPORATION's Representative, this separate Schedule of Values becomes a supplement to any other Schedule of Values that may be approved and is a valid basis for an immediate application for payment.

### **ARTICLE XXXVIII**

#### **RETAINAGE**

A. Progress payments to CONTRACTOR shall be reduced by the amount set out in this contract for Retainage. Except as otherwise provided in this agreement, all Retainage shall be released to CONTRACTOR no later than 30 Calendar Days after Final Completion of Project.

B. Except as otherwise provided in this agreement, CORPORATION shall retain \_\_\_\_\_ percent of the total amount due on progress payments.

C. After 50 percent of the Work is complete, and if progress is satisfactory in the sole opinion of CORPORATION, and with the consent of Sureties providing bonds for the Project, Retainage on progress payments shall terminate. Thereafter, the remaining progress payments shall be paid in full without Retainage so long as, in the sole opinion of CORPORATION, satisfactory progress is being made in the Work.

D. When any Subcontractor has finished Work in a manner that complies with the



Contract Documents, CORPORATION may release to CONTRACTOR all Retainage attributable to Work performed by that Subcontractor. No such release of Retainage shall be made without written approval from each Surety company furnishing a Bond for either CONTRACTOR or the Subcontractor affected.

E. Retainage shall be released to CONTRACTOR upon Substantial Completion of the Project except for (1) An amount equal to 200 percent of the estimated value any Work remaining to be completed on a Punch List developed under the terms of this contract, and (2) Any amount required ensuring compliance with Warranty provisions of this contract. All Retainage shall be released to CONTRACTOR on Final Completion.

F. CONTRACTOR shall disburse pro-rata the full amount of Retainage due Subcontractors and Material Suppliers within 10 Calendar Days after receipt of Retainage from CORPORATION.

G. No Retainage will be withheld under this contract on tender by CONTRACTOR of a Retainage Bond satisfactory to CORPORATION and naming CORPORATION as obligee, issued by a Surety company authorized to issue Surety Bonds in the regional of California, in the amount of the Retainage to be released and conditioned upon Substantial Completion of the Work by CONTRACTOR.

## **ARTICLE XXXIX**

### **Contract Allowances**

A. If the cost to CONTRACTOR for a contract allowance item is more or less than the allowance price, the Contract Price shall be adjusted for the difference by a Change Order. Specifications) shall be made without mutual agreement and a written Change Order signed by CONTRACTOR and CORPORATION identifying the change, the cost of the change, and the effect on Project Schedule, if any.

B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work.

C. Changes in the Work required due to defects or inconsistencies in Plans or Specifications or other Contract Documents shall be considered Extra Work.

D. The charge for Extra Work shall be the normal selling price CONTRACTOR charges for similar changes on other jobs.

E. No Claim for payment for Extra Work and no claim for additional time to complete the Work shall be recognized under this agreement without a written Change Order or a notice of Claim. Failure by CONTRACTOR to assert the right to a written Change Order or a Claim within 30 Calendar Days after beginning Work on a change in the Work shall constitute waiver by CONTRACTOR of the right to additional compensation and waiver of the right to additional time to complete a change in the Work. No act or omission of either CONTRACTOR or CORPORATION shall be interpreted as waiver of the Requirement for a written Change Order or notice of Claim, nor shall any Claim that CORPORATION has been unjustly enriched support a Claim for a constructive Change Order. The provisions of this paragraph are the essence of this agreement.

F. Failure of CONTRACTOR and CORPORATION to agree on the terms of a Change Order shall be resolved under the provisions of this agreement which cover Claims and disputes.

G. Should CONTRACTOR and CORPORATION fail to agree promptly on the terms of a Change Order, CONTRACTOR shall be paid, pending resolution of the dispute, the portion of the cost of the change not in dispute, including the costs of time and materials required to execute the change. Payments required under this paragraph shall be made as the Work progresses, concurrently with progress payments.

## **ARTICLE XL**

### **COOPERATION OF THE PARTIES**

A. CORPORATION and CONTRACTOR acknowledge that open communication and cooperation will be required to complete the Project on time, as estimated, and in compliance with the Contract Documents. CONTRACTOR and CORPORATION each agree to identify a representative who will be available to resolve minor problems, answer questions and reach mutually acceptable solutions. The individuals identified by CONTRACTOR and CORPORATION shall try to reach informal agreement on problems as they arise but are under no obligation to do so.

B. Both CONTRACTOR and CORPORATION pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. CORPORATION pledges to respond promptly to requests by CONTRACTOR for guidance, assistance and payments when due and agrees to extend to CONTRACTOR the deference and latitude a dedicated professional deserves. CONTRACTOR pledges to commit the skill and resources required to complete the Project in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of CONTRACTOR for dependability and professionalism.

## **ARTICLE XLI**

### **JOB CONFERENCES**

A. Prior to the start of construction, CONTRACTOR and CORPORATION shall hold a pre-construction conference to identify: (1) The people who will be involved in construction of the Project, their chain of authority, addresses, telephone numbers, fax numbers and email addresses to be used when requesting information or giving notices, (2) The proposed construction Schedule, (3) Procedures for approving Shop Drawings, product data and Submittals, (4) Procedures for handling Change Orders, (5) Construction Site Requirements such as dust and erosion control, storm water management, Project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic, (6) Safety Requirements and procedures, (7) Quality control, testing, Inspections and notice Requirements, (8) Inspection procedures, and (9) The handling of payment requests.

## **ARTICLE XLII**

### **VALUE ENGINEERING**

A. CONTRACTOR is encouraged to submit in writing to CORPORATION detailed value engineering proposals which will accelerate completion, reduce cost to CORPORATION, or which offer significant benefits (including long-term benefits) to CORPORATION. On

acceptance of any value engineering proposal, CORPORATION and CONTRACTOR shall execute a detailed Change Order identifying the change and value of the direct cost saving or enhanced value to CORPORATION. CORPORATION shall pay to CONTRACTOR 50 percent of the direct cost saving or enhanced value identified in any Change Order that results from a written value engineering proposal submitted by CONTRACTOR. In the absence of any such value engineering proposal, CONTRACTOR is deemed to have accepted construction details provided by the Contract Documents as adequate to produce satisfactory Work.

B. CONTRACTOR may restrict the right of CORPORATION to make use of any value engineering proposal or make any use of supporting data for a value engineering proposal by appending to the proposal the following language: No part of this value engineering proposal shall be disclosed, duplicated or used for any purpose other than to evaluate this proposal. Once accepted by CORPORATION by issuance of a Change Order, CORPORATION shall have the right to duplicate, use, and disclose any data or information in this value engineering proposal in any manner and for any purpose whatsoever.

C. Value engineering proposals must not delay completion of the Project or adversely affect the quality of design or construction or the operation or maintenance of the Project.

### **ARTICLE XLIII**

#### **DEFECTIVE WORK**

#### **GENERAL REQUIREMENTS**

1. On written notice from CORPORATION's Representative, CONTRACTOR shall promptly remove from the Job Site all Work or materials not in compliance with the Contract Documents, whether or not such rejected Work or materials are incorporated in the Project. CONTRACTOR shall promptly repair or replace such rejected Work or materials at no cost to CORPORATION.

### **ARTICLE XLIV**

#### **REJECTED WORK - CONTRACTOR'S OBLIGATIONS**

1. CONTRACTOR shall bear all expenses related to the correction of rejected Work and replacing rejected materials, including the expense of making good all Work of CONTRACTOR, CORPORATION and Separate CONTRACTORS destroyed or damaged by the corrections and replacements.

#### **REJECTED WORK - CONTRACTOR'S RIGHTS**

1. If CONTRACTOR disagrees with a decision on rejection of Work or rejection of materials, CONTRACTOR may proceed with corrections under protest and invoke the provisions of this agreement which cover dispute resolution. If such rejection of Work or materials is found to be without merit or with no adequate foundation, CONTRACTOR shall be entitled to a Change Order for Extra Work and CORPORATION shall pay all costs associated with corrections completed under protest.

2. If CONTRACTOR disagrees with a decision on rejection of Work or materials, CONTRACTOR is entitled to an expedited resolution of the issue under the provisions of this agreement which cover dispute resolution. Pending resolution of this dispute, the obligation of

CONTRACTOR to make correction is suspended. The Contract Time, if any, is extended for the period the dispute remains unresolved.

#### **CALL-BACKS**

A. On written notice from CORPORATION within 30 Calendar Days after Substantial Completion (the call-back period), CONTRACTOR shall promptly repair or replace any portion of the Work which becomes Defective due to faulty materials or workmanship.

#### **WARRANTY**

CONTRACTOR warrants that the Work shall be free of Defects due to faulty material or workmanship for the period specified in this agreement.

#### **ARTICLE XLV**

##### **A. GENERAL REQUIREMENTS**

1. Except as otherwise provided in this agreement, the warranty period shall begin from the date of Final Completion.

2. Work done by CONTRACTOR in compliance with warranty provisions of this agreement does not extend the period of the warranty.

3. CONTRACTOR shall deliver to CORPORATION all warranties provided by vendors and manufacturers of materials and equipment used to complete the Project. CONTRACTOR shall have no obligation under warranties provided by others except to render any assistance that CORPORATION may require in enforcing the terms of those warranties.

4. Except as provided in this agreement, and to the extent permitted by Law, CONTRACTOR disclaims all warranties, whether express or implied, whether of fitness for purpose, merchantability, habitability or workmanlike completion.

5. Failure of CORPORATION to give notice of a breach of warranty within the warranty period constitutes a waiver of the right to repair or replacement by CONTRACTOR.

6. To make a warranty Claim under this agreement, CORPORATION must send a clear and specific written complaint to CONTRACTOR at the following address within 60 Calendar Days of discovering Defects, unless otherwise specified in the list of items covered under this warranty. CONTRACTOR shall make repairs, replacements and corrections promptly and at no expense to CORPORATION.

#### **ARTICLE XLVI**

##### **VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

#### **ARTICLE XLVII**

##### **VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or cause of action which may arise from this Contract shall be exclusively the proper court of Butuan City, Philippines only. In the absence of a settlement thereat, the arbitration may be undertaken by the International Chamber of Commerce.

**ARTICLE XLVIII**

**EFFECTIVITY**

This Contract of Service shall be effective immediately upon signing by the parties.

**IN WITNESS WHEREOF**, the **FIRST PARTY** and **SECOND PARTY** signed this **CONTRACT** in Parañaque City, Philippines together with their instrumental witnesses on this \_\_\_\_\_ consisting of twenty four (24) pages.

**CORPORATION :**

**CONTRACTOR :**

**CYBERPARKHOLDINGS INC.**

By:

By:



President  
Passport No.

President  
Passport No.

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
Parañaque City----- x) S.S

**BEFORE ME**, personally appeared:

Name	Passport Number	Date/Place Issued
_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument with a total of twenty four (24) including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

**Notary Public**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_\_\_.

# Certification

These presents are made on the \_\_\_\_ day of October 2012 by and between the parties as follows:

CORPORATION Name: CyberparkHoldings Inc.  
(CORPORATION) and  
CONTRACTOR Name: \_\_\_\_\_  
(CONTRACTOR).

## CORPORATION

CORPORATION Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, Province/Region: \_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
CORPORATION Name: \_\_\_\_\_ is organized as a corporation in:  
Province/Region: \_\_\_\_\_.  
CORPORATION Name: \_\_\_\_\_ will be referred to as CORPORATION  
throughout this agreement.

## CORPORATION's Representative

CORPORATION will be represented by \_\_\_\_\_ (CORPORATION's Representative) as described in this agreement.

Name of representative: Luisito L. Morante, Treasurer / Finance Officer  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, Province/Region: \_\_\_\_\_  
Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Name of representative \_\_\_\_\_ referred to as **THE FIRST PARTY** and as the CORPORATION's Representative throughout this Agreement.

## CONTRACTOR

CONTRACTOR Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, Province/Region: \_\_ Zip: \_\_\_\_\_  
Work Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
License Number: \_\_\_\_\_  
CONTRACTOR Name: \_\_\_\_\_ is licensed as a corporation/enterprise in:  
Province/Region: \_\_\_\_\_.  
CONTRACTOR Name: \_\_\_\_\_ will be referred to as CONTRACTOR  
throughout this agreement.

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
Parañaque City- - - - - x) S.S

**BEFORE ME**, personally appeared:

Name	Passport Number	Date/Place Issued
_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument with a total of twenty four (24) pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

**Notary Public**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_\_\_.