

SERVICE CONTRACT

This SERVICE CONTRACT is entered into and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation, created and existing pursuant to *Presidential Decree 1869*, as amended, with office address at **PAGCOR Executive Office, New Coast Hotel Manila, M. H. Del Pilar corner Pedro Gil Streets, Malate, Manila**, represented in this act by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

POWER HOUSE PEST CONTROL SERVICES, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at 2422 R. Fernandez St., Gagalangin, Tondo, Manila represented in this act by its Owner and General Manager, **ANNA MARIE M. ESCOBER**, hereinafter referred to as the "**CONTRACTOR**".

The parties warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and the parties and their representatives are capable and have the requisite power, authority, permits, clearances and licenses to enter into this Service Contract and to perform all of their obligations under the contract.

Each of **PAGCOR** and the **CONTRACTOR** may be referred to herein as a "**PARTY**" and collectively as "**PARTIES**".

RECITALS:

WHEREAS, PAGCOR has a requirement for the Procurement of Three (3) Years Pest Control Services at PAGCOR Main Corporate Office and PAGCOR Corporate Annex Office under ITB No. FB21-08-011COR (hereinafter referred to as "**SERVICES**");

WHEREAS, PAGCOR conducted Negotiated Procurement (Two Failed Biddings) in accordance with Republic Act (RA) 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on September 6, 2021 for the procurement of the Services;

WHEREAS, the CONTRACTOR has submitted the Lowest Calculated Responsive Bid for the Services;

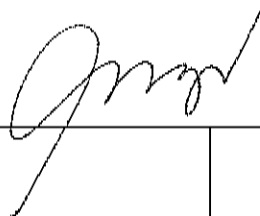
WHEREAS, PAGCOR has accepted the bid of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **CONTRACTOR** hereby enter into this Service Contract, under the following terms, conditions and specifications:

ARTICLE I
DESCRIPTION OF WORKS/SERVICES

The **CONTRACTOR** shall provide the Services with the following technical specifications:

PROCUREMENT OF THREE (3) YEARS PEST CONTROL SERVICES AT PAGCOR MAIN CORPORATE OFFICE AND PAGCOR CORPORATE ANNEX OFFICE	
TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES	
Location / Project Site	<p>PAGCOR MAIN CORPORATE OFFICE IMET BPO Tower, CBP-1A, Metropolitan Park, Roxas Blvd, Pasay City</p> <p>PAGCOR CORPORATE ANNEX OFFICE Carmen Building, 1105 M.Y. Orosa St., Cor UN Avenue Ermita, Manila</p>
Approximate Total Area	<p>PAGCOR MAIN CORPORATE OFFICE 7,100 square meters including parking area Ground floor, 9th floor to 12th floor and all common areas</p> <p>PAGCOR CORPORATE ANNEX OFFICE 3,597.65 square meters including parking area 1st floor to 8th floor and all common areas – including parking, garbage, generator and maintenance areas.</p>
Schedule of Treatment	<p>Four (4) times a month or Forty-Eight (48) times a year.</p> <p>First treatment/application is within fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed.</p>
Contract Duration	<p>Within a period of Three (3) Years commencing from the date of receipt of the Notice to Proceed.</p>
SCOPE OF WORK: The CONTRACTOR shall provide PAGCOR with pest control services, which shall include the following:	
<p>1. Technical and professional general pest control treatment program, including treatment of general pest infestation every week, spot treatment and on-call services when needed, covering office facility and premises of PAGCOR.</p> <p>Offices consisting of 1st to 8th floors and all common areas at PAGCOR Corporate Annex office and Ground floor, 9th to 12th floors and all common areas at PAGCOR Corporate Main office.</p>	
<p>2. The CONTRACTOR shall provide PAGCOR with a pest control services which shall include the following:</p>	





<p>2.1 The CONTRACTOR shall provide and employ two (2) to three (3) termite and pest control applicators to service every floor of the building including its premises from 1st to 8th floors and all common areas at PAGCOR Corporate Annex office and Ground floor, 9th to 12th floors and all common areas at PAGCOR Corporate Main office.</p>
<p>2.2 The treatment for each room shall be once a week or four (4) times a month or forty-eight (48) times a year to be conducted every Friday (after office hours) for restricted rooms and every Saturday from 8:00 am onwards for the other rooms. Details of schedule of treatment shall be coordinated with the Building Administration Corporate Section of the Facilities Management and Engineering Department (FMED).</p> <p>First treatment/application is within fifteen (15) calendar days from the effectivity date of the Notice to Proceed.</p>
<p>2.3 a. All personnel of the Contractor, who will be performing the onsite job shall have a certificate of training from a pest control association. The owner of the pest control company/contractor should be certified pest control applicator.</p> <p>b. The Contractor should have a license to operate as exterminator of the Year 2008 or Philippine Federation of Pest Management Operators' Association Inc. (PFPMOA Inc) Accreditation Certificate.</p>
<p>2.4 The CONTRACTOR shall provide trained personnel to educate PAGCOR Main Corporate Office and PAGCOR Corporate Annex Office BACS-Maintenance personnel (as needed) on the most effective means to achieve pest management in and around their workplace.</p>
<p>2.5 The CONTRACTOR shall provide detailed site specific recommendations for structural and procedural modifications to decrease condition conducive of pest infestation and improve pest prevention.</p>
<p>2.6 The CONTRACTOR shall inspect and replenish all baiting points with fresh baits and remove all dead rodent found inside the premises.</p>
<p>2.7 The Spraying of crawling insects in all concerned areas shall use knockdown and water-based chemicals. The CONTRACTOR shall closely coordinate with the Building Administration Office regarding treatment and feedbacks for immediate action to all concerns about the area/s treated.</p>
<p>2.8 The CONTRACTOR shall focus a thorough treatment program to meet PAGCOR's standard.</p>
<p>2.9 The CONTRACTOR shall conduct misting/fogging treatment every visit to control flies and mosquitoes.</p>
<p>2.10 The CONTRACTOR shall provide cage traps to eliminate all the rats and blocks all possible entries by using plywood/screen. Sticky traps installation shall be used to eliminate all the mice in the building. Regular inspection shall be conducted.</p>
<p>2.11 The CONTRACTOR shall evaluate the effectiveness of its pest control measures on a quarterly basis. The CONTRACTOR shall provide</p>

PAGCOR with written report for this purpose. The type of pesticides / chemicals being applied for the methods shall be changed or replaced if found ineffective.

2.12 The **CONTRACTOR** shall submit the list of pesticides/chemicals to be used and their corresponding "Certificate of Product Registration" from Food and Drug Administration –FDA and the Materials Safety Data Sheet – MSDS. They shall use non-carcinogenic chemicals.

2.13 In the event that **PAGCOR** moves its Corporate offices to another location within Metro Manila in the future, **PAGCOR**, upon due notice to the **CONTRACTOR**, shall require the transfer of the service to the new site, without change in rates.

2.14 All assigned pest control technicians shall coordinate with **PAGCOR**'s Senior Facilities Management Officer (SFMO) and/ or Facilities Management Officer 1 (FMO 1). The Contractor shall closely coordinate with **PAGCOR** through its SFMO and/or FMO1, all matters relating to all treatment and feedbacks for immediate actions.

2.15 The **CONTRACTOR** shall provide pesticides / rodenticides that will not pose any hazard to **PAGCOR**, its personnel, guests or any person or property. If the degree of infestations should warrant, acute bait/chronic pesticides/rodenticides shall be used, but only after the approval of **PAGCOR** and under the strict supervision of the **CONTRACTOR**.

2.16 All chemicals to be used shall be certified by the Food and Drugs Administration as safe for use in all establishments.

End-user requires submission of Certification from FDA stating that chemicals with expired Certificate of Product Registration (CPR) were automatically renewed.

3. The program of treatment shall be specified as follows:

3.1 **ANT AND COCKROACH CONTROL** – treatment by baits laying and spraying to eradicate existing living cockroaches in defined infested areas or suspected harborages and breeding places of cockroaches will be carried out regularly in the whole premises. Residual misting and/or spraying will be applied to areas where fogging treatment is not advisable.

3.2 **RODENT CONTROL** - Regular treatment by bait laying and installation of sticky traps on runway and passageways and harborages of rats and mice, based on a system of permanent bait station. To eliminate living rodents and mice effectively without the bad smell. To provide rodenticides that will control rats without presenting any hazard to products or personnel. However, if the degree of infestations should ever warrant it, acute bait/chronic rodenticides will be used, but only after close consultation with **PAGCOR** and then only under the strict supervision of the contractor. Supplementary control methods such as by mechanical traps and sticky boards, plugging or sealing off holes that may serve as entry points will also be employed in large areas will be carried.

3.3 **FLY and MOSQUITO CONTROL** – Regular using the misting and fogging machine will be done in the premises in accordance with a pre-arranged schedule of treatment. Larviciding of known breeding places

and harborages of flies and mosquitoes in large areas will be carried out.

3.4 **TERMITE INSPECTION** - A thorough inspection throughout the premises including incidental surface treatment with water-based termiticide shall be made in case of minimal infestation only. However, if any infestation was discovered which involve major works in the treatment (i.e. drilling), then such major works would be subject to additional quotation.

Details of Application

All chemicals to be used should be certified by Food and Drug Administration (FDA), as safe for use in all establishments.

Areas of Application

PAGCOR Corporate Annex Office

Ground floor- Entrance/Lobby, Security Locker, Pump room

2nd floor- Building Admin Corporate Section office

3rd floor- Parking Lot

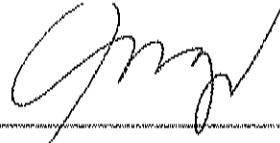
4th floor- Entertainment office, Bingo office, Conference room, Clinic, Special concerns, Pantry, Male and Female Comfort Rooms, Electrical Room, Garbage Area

5th floor- CCD, CRSD, Pantry, Male and Female Comfort Rooms, Electrical Room, Garbage area

6th floor- Investigation office, Adjudication office, Bingo office, Conference room, Employees Canteen, Male and Female Comforts Rooms, Pantry, Electrical Room, Garbage area

7th floor- Marketing office, pantry, Male and Female comfort rooms, Electrical Room, Garbage area

8th floor- Gaming Department office, Procurement Department, Conference room, Pantry, Training Rooms, Male and Female Comfort Rooms, Electrical Room, Garbage area.



PAGCOR Main Corporate Office

Ground floor- LMD Property office, Driver's quarter, Security Guard's quarter, BACS stockroom

9th floor- Security Group office, AVP/SG, CCTV Room, Surveillance stockroom, Transport, AVP-TSD, Surveillance Dept, AVP-SD, Surveillance Technicians room, CMED Room, LMD office, AVP-LMD, LMD Records room, SMD-MBSU, SMD office, AVP-SMD, SMD stockroom, Common pantry, electrical room, PWD CR, Female/Male CR,

10th floor- Clinic; 4-consultation room, Dentist room, Treatment room, Lactation room, Dental room, Clinic stockroom, Clinic records room, ASD office, HSD stockroom, Provident Fund Management unit, AVP-ASD, PFMU stockroom -, Cashier/Finance, FMED office, AVP-FMED, engineering stockroom, SOG-BAU office, ITD office, AVP-ITD, SAPD-ITD, Communications unit, ITD stockroom, ITD Technicians room, ITD Conference room, Common pantry, Electrical room, PWD CR, Female/Male CR

11th floor- HRDGO, VP-HRDG, AVP-HRDG, AVP-HRDG, HRDG storage 1 and 2, CPD office, VP/AVP-CPD, Stockroom, Training Rooms A,B,C,D, Bldg Admin Corp Sec. office, Chapel, Cafeteria, BACS Stockroom, Janitorial room, Electrical room, PWD CR, Female/Male CR

12th floor- GLDD office, AVP-GLDD;GLDD storage, CMED office, VP-CMED, AVP-CMED, CMED storage 1 and 2, Common pantry, Electrical room

The **CONTRACTOR** shall submit the list of pesticides/chemical to be used and their corresponding Certificate of Product Registration from FDA and Materials Safety Data Sheet (MSDS).

The **CONTRACTOR** has a good title to the items described in the Technical Specifications/Scope of Services, full authority to sell and transfer the same and that the same are sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.

BILLING

The **CONTRACTOR** shall bill **PAGCOR** on a monthly basis, payable within thirty (30) days from receipt of the billing statement.

ARTICLE II
CONTRACT TIME

1. This Service Contract shall be for a period of three (3) years commencing from the date of receipt of the Notice to Proceed.
2. Should the **CONTRACTOR** incur delay in the performance of the Services, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion of the contract for each day of delay, including Sundays and Holidays, beyond the specific period. Once the cumulative maximum deduction reaches ten percent (10%) of the Contract Price, **PAGCOR** shall have the option to terminate the Service Contract, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the Services after the lapse of fifteen (15) days from the supposed date of implementation, **PAGCOR** shall likewise have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

3. **PAGCOR** may terminate this Service Contract, with or without cause, without need for judicial intervention, upon thirty (30) calendar days written notice to the **CONTRACTOR**.

ARTICLE III **CONTRACT AMOUNT**

1. The Contract Price for the Service shall be Two Hundred Sixty-Six Thousand Two Hundred Fifty-Nine Pesos (PhP266,259.00), VAT Exclusive, Zero-Rated Transaction for a period of One (1) year or a total of Seven Hundred Ninety-Eight Thousand Seven Hundred Seventy-Seven Pesos (PhP798,777.00), VAT Exclusive, Zero-Rated Transaction for a period of Three (3) years.

The Contract Price herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of this Service Contract.

2. Both parties agree that the Contract Price stated herein already includes all applicable taxes, fees and charges required by the government.

3. All additional amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by **PAGCOR** or the appropriate government entities for the Services to be performed under this Service Contract shall be for the exclusive account of the **CONTRACTOR**.

4. The **CONTRACTOR** holds **PAGCOR** free from liability for any or all taxes, fees and charges arising out of this Service Contract.

5. The **CONTRACTOR** shall pay its taxes in full and on time. Failure to do so will entitle **PAGCOR** to suspend payment for any goods delivered or services rendered by the **CONTRACTOR**.

ARTICLE IV **SCHEDULE OF PAYMENT**

1. The **CONTRACTOR** shall present to **PAGCOR's** Senior Facilities Management Officer (SFMO) and/ or Facilities Management Officer 1 (FMO1) a service invoice for signature upon completion of every visit/inspection by the **CONTRACTOR**.

2. The **CONTRACTOR** shall attach the signed service invoice/s to a billing statement which it shall submit to **PAGCOR** on a monthly basis.

3. **PAGCOR** shall pay the **CONTRACTOR** a monthly service fee in the amount of Twenty-Two Thousand One Hundred Eighty-Eight Pesos and 25/100 (PhP22,188.25) within thirty (30) calendar days from receipt of the **CONTRACTOR's** monthly billing statement:

ARTICLE V **PERFORMANCE SECURITY**

The **CONTRACTOR** shall post a Performance Security (the "Security") for the benefit of **PAGCOR** conditioned on formers compliance with all its obligations under this Service Contract prior to the signing of the Contract, in accordance with any of the following schedule:

Form of Security	Amount of the Performance Security (Percentage of Total Contract Price)
Cash or cashier's/manager's check, bank draft/guarantee issued by a Universal or Commercial Bank. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided that if issued by a foreign Bank it shall be confirmed by a Universal or Commercial Bank	Five Percent (5%) Thirty-Nine Thousand Nine Hundred Thirty-Eight Pesos and 85/100 (PhP39,938.85)
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded.	Thirty Percent (30%) Two Hundred Thirty-Nine Thousand Six Hundred Thirty-Three Pesos and 10/100 (PhP239,633.10)

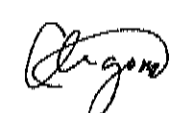
The Performance Security shall remain valid until the issuance of the final Certificate of Acceptance. It may be released only after the issuance of the final Certificate of Acceptance of the Services, provided that there are no claims against the **CONTRACTOR** or the surety company.

ARTICLE VI
INDEMNIFICATION

1. The **CONTRACTOR** will fully defend, protect and hold **PAGCOR**, its guests, corporate affiliates and any director, officer, employee or agent, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **PAGCOR** may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify **PAGCOR** from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.

2. The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third persons, loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, willful intent or negligence, during the performance of the Services or its obligation under this Service Contract.

3. The **CONTRACTOR** shall be liable in case of theft, robbery or any

loss to **PAGCOR's** premises treated by the **CONTRACTOR**. The **CONTRACTOR** hereby agrees to replace, repair or restitution any loss involving its employees.

ARTICLE VII **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Service Contract shall, as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall apply even if this Service Contract is declared void, in its entirety or in part, and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

ARTICLE VIII **OTHERS**

1. This Service Contract constitutes the entire agreement between the parties pertaining to the Services and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver unless executed in writing and signed by the party making the waiver.

2. This Service Contract is of a personal nature and compliance thereof may not be assigned or subcontracted to another.

3. The relationship between the parties shall be limited to the performance of the terms and conditions of this Service Contract. Nothing in this Service Contract shall be construed to create an employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**, a general partnership between the parties, or to authorize any party to bind the other except as set forth in this Service Contract, or to borrow money on behalf of another party, or to use the credit of any **PARTY** for any purpose other than what has been set forth herein.

ARTICLE IX **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control, and supervision of its employees. It shall be responsible for all acts and omissions of its employees and of all persons allowed by it to have access to **PAGCOR's** premises for any damage which may be caused to persons or property

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SERVICE CONTRACT - POWER HOUSE PEST CONTROL SERVICES

Procurement of Three (3) Years Pest Control Services at PAGCOR Main Corporate Office and PAGCOR
Corporate Annex Office under ITB No. FB21-08-011COR


Alma S. Lim

while remaining either casually or in business in any part of **PAGCOR**'s premises. Any accident, injury or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the services under this Contract shall likewise be the **CONTRACTOR**'s responsibility.

The **CONTRACTOR** further binds itself to hold **PAGCOR** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE X **DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **PAGCOR** shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in Article II, **PAGCOR** shall likewise have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE XI **WARRANTIES AND RESPONSIBILITIES**

The **CONTRACTOR** hereby warrants and represents that:

1. It has the requisite power and authority to enter into and perform its obligations under this Contract.
2. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
3. The **CONTRACTOR** warrants that it has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
The **CONTRACTOR** will defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party in connection with the rendition of the Services in Article I herein.

ARTICLE XII **INTELLECTUAL PROPERTY**

No intellectual or industrial property rights, whether registered or not, including copyright, trademarks, patents, designs, circuit layouts, confidential information, know-how or inventions, that subsists in the goods subject of this

Contract (hereinafter referred to as "Intellectual Property") is conveyed to or vests in **PAGCOR** or any other person pursuant to this Contract.

PAGCOR cannot modify, adapt, supply, reverse engineer, sub-license, transfer the license or rights under the license in any way or otherwise deal with the Intellectual Property in the requirement.

ARTICLE XIII **CONFIDENTIALITY / NON-DISCLOSURE CLAUSE**

All information disclosed to the **CONTRACTOR** arising out of or as a result of this Contract shall be confidential in nature. The **CONTRACTOR** shall be solidarily liable to **PAGCOR** for any unauthorized disclosure of information made by its officers, employees, agents, and other persons acting on the **CONTRACTOR**'s behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by **PAGCOR** (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a **PAGCOR** officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to **PAGCOR**.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

This Service Contract, is of a personal nature and compliance thereof, may not be assigned or sub-contracted to another without prior consent of the other party.

Any and all notices to be given pursuant to, or under this Contract, shall be sent to the party to whom the notice is addressed at the address of the party indicated in this Contract.

If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.

The parties agree to abide by these terms and conditions in good faith.

The relationship between the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the parties, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

Any right or remedy conferred by this Contract upon the parties shall not be exclusive of any other right or remedy, whether under this Contract or provided or permitted to the parties at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.

This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by the parties.

This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this _____ day of _____, 20____ in _____.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:



ANDREA D. DOMINGO

Chairman and Chief Executive Officer

TIN: 118-684-814

**POWER HOUSE PEST CONTROL
SERVICES**

TIN: 900-164-810-000

Represented by:

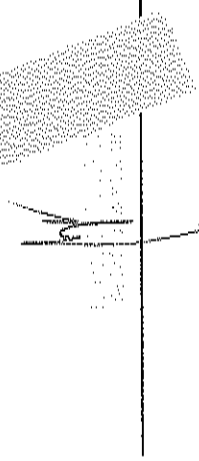


ANNA MARIE M. ESCOBER

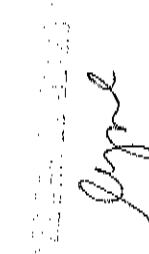
Owner/General Manager

TIN: 900-164-810-000

Signed in the presence of:



JOSE APUENTE



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, on this
25 JAN 2022, 2021, personally appeared:

NAME

ANDREA D. DOMINGO

GOVERNMENT ID NO.

PASSPORT NO. : P7681573A

Issuance Date: June 26, 2018


Expiration Date: June 25, 2028

Place of Issue: DFA Manila

known to me to be the same person who executed the foregoing Service Contract consisting of fourteen (14) pages, and who acknowledged to me that the same is her own free and voluntary act and deed, as well as the free and voluntary act and deed of the entity she is duly authorized to represent.

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

Doc. No. 88
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Book No. VI
Series of 2021.


ANGELO CARLO T. TALATALA
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
2ND FLR, KEYWORD MARIADAY HOTEL & CASINO
1118, DEL PUAD ST. MARATE, MANILA
FCOMM. NO. 2020-112 UNTIL DEC 31, 2021
ROLL NO. 68356, 1BP MARIOLA C/ARTIST IV
MCLE COMPLIANCE NO. MCM16265-UNATIC-3-14-2022
PTR NO. 6-5223JAH, 19 2022 (MARIOLA)





ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, on this
DEC 29 2021, personally appeared:

NAME

**ANNA MARIE M.
ESCOBER**

GOVERNMENT ID NO.

SSS ID NO. 03-9717268-3

known to me to be the same person who executed the foregoing Service Contract consisting of fourteen (14) pages, and who acknowledged to me that the same is her own free and voluntary act and deed, as well as the free and voluntary act and deed of the entity she is duly authorized to represent.

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

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Series of 2021.

DEC 29 2021

ATTY. JOHN EDWARD TRINDADAN
Notary Public for the City of Manila-Valid 12/31/2021
Notarial Commission No. 2020-033
2F Midland Plaza Hotel Adriatico St., Ermita, Manila
IBP No. 134639 / Dec. 14, 2009 / Pasig City
PTR No. 8821981 / Jan. 4, 2021 at Manila
Roll No. 68331 MOLE Compliance No. MABEY108-Jan.24.2009



Anna Marie M. Escobar