CONSULTANCY CONTRACT

This CONSULTANCY CONTRACT (the "Contract") is made and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation organized and existing pursuant to *Presidential Decree No. 1869*, as amended, with office address at PAGCOR House, 1330 Roxas Blvd., Ermita, Manila, represented in this contract by its President and Chief Operating Officer, JORGE V. SARMIENTO, hereinafter referred to as **PAGCOR**,

- and -

TRAINSTATION, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 302 Magnitude2 Building, E. Rodriguez Jr. Ave., Quezon City, represented in this act by its Managing Director, DENNIS O. TEMPORAL, hereinafter referred to as the **"CONSULTANT"**.

RECITALS:

WHEREAS, PAGCOR requires Consulting Services for the Design and Conduct of a Customer Service Training Program for the front-liners of its Casino Filipino branches (the "Services") under ITB No. 01-21-2013;

WHEREAS, considering that all the requisites were met, PAGCOR procured the Services through Negotiated Procurement (Two Failed Biddings) under *Sec. 53.1* of the *Implementing Rules and Regulations* of *Republic Act No. 9184*;

WHEREAS, the CONSULTANT has submitted the best responsive offer/quotation to perform the Services;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, PAGCOR and the CONSULTANT hereby enter into a Contract under the following terms, conditions and stipulations:

I. SCOPE OF UNDERTAKING

The CONSULTANT shall develop and implement a Customer Service Training Program with the following:

A. OBJECTIVES:

1) To attain a distinguished level of preferred customer experience that will highlight the Filipino way of exceptional customer service and become PAGCOR's competitive advantage; and,

2) To professionalize PAGCOR's manpower with established and verified standards of customer service that will position them in the service industry as competent and preferred service providers.

B. SPECIFICATIONS:

The CONSULTANT shall:

1) Simultaneously deploy ***four (4) to eight (8) teams*** with ***at least three (3) trainers per team*** to ***identified*** Casino Filipino branches nationwide.

2) Conduct the Customer Service Training Program in the identified Casino Filipino branches at least twice (2x) a week with a maximum of thirty two (32) participants per batch until the identified total of eight thousand two hundred ninety (8,290) branch front-liners have undergone the training program.

The preliminary distribution of the front-liner-participants per branch are as follows:

BRANCH	EST. # OF FRONT-LINERS	EST. # OF BATCHES (32 Participants per Batch	# OF WEEKS PER BRANCH (If 2 Batches per Week)
CEBU	1,178	36.8	18.4
DAVAO	456	14.25	7.125
BACOLOD	420	13.125	6.56
ANGELES	898	28.06	14.03
TAGAYTAY	602	18.8	9.4
OLONGAPO	369	11.53	5.77
PAVILION	2,073	64.78	32.39
HYATT	1,094	34.19	17.1
AIRPORT (PARAÑAQUE)	1,200	37.5	18.75
TOTAL	**8,290 participants**	**259 batches**	129.53

PAGCOR shall provide the manpower count of front liners per branch to the CONSULTANT. However, the distribution of participants per branch may be varied or adjusted by PAGCOR during the course of implementation provided that the overall total shall not exceed eight thousand two hundred ninety (8,290).

3) Train one (1) batch of participants in a program entitled: Breaking Through Barriers (BTB).

The BTB program shall be a holistic empowerment seminar that aims to address any personal hindrances or limiting beliefs through Neuro-Linguistic Programming (NLP).

BTB shall empower individuals to be more aligned towards their goals, given any circumstances. The BTB shall bring out the best in every participant using advanced therapy techniques and brain rehearsals. Only licensed NLP practitioners of the CONSULTANT will facilitate the coaching sessions.

The duration of the program is two (2) days or sixteen (16) hours of training. The maximum number of participants is forty (40) participants.

4) Train two (2) batches of participants in a program entitled: Coaching for Success;

Coaching for Success shall be a personal enhancement workshop that aims to instill in managers and supervisors the values and skills needed to shape them as effective leaders of an organization. The participants will learn how to:

a) Nurture growth and learning among their respective teams;
b) Create a positive impact in their organization;
c) Promote a solutions-oriented mentality when faced with challenges from within the organization or from emerging competitors;
d) Customize their communication techniques to achieve the best results; and
e) Express more confidence and passion in their work of leading others.

The duration of the program is one (1) day or eight (8) hours of training. The maximum number of participants is forty (40) participants.

5) Produce one (1) original song entitled "Serbisyong Panalo".

The song will be produced and utilized for training and daily motivation to induce the effects of training anchored in the song.

It understood that the song will only be used internally. Consultant shall cause the registration of the copyright and ownership of the song in favor of PAGCOR upon the completion of the said song.

6) Conduct trainer feedback sessions.

The feedback sessions shall be implemented after roll-out runs (i.e. after conduct of training program to a batch) where PAGCOR trainers will co-facilitate with the trainers of the CONSULTANT. To have the same output, the CONSULTANT's trainers will give tips and stretches to the PAGCOR trainers.

7) Conduct branch Post-Training Evaluation up to Level 3 (Behavior) (i.e. Level of Evaluation that measures what the participant "does" or "is doing" or any changes in the behavior/action of the participant as a result of the training program) per branch within six (6) months after the last training day of the branch.

In no case shall Post-Training Evaluations exceed seven (7) days per branch.

8) In line with the performance of the Service, CONSULTANT shall submit the following:

a) **Initial Customized Design**, in Compact Disk (CD) and printed format [ring-bound hard copy], within two (2) weeks from the effectivity date specified in the Notice to Proceed (NTP);

b) **Final Training Design**, in Compact Disk (CD) and printed format [two (2) CD copies and two (2) ring-bound hard copies], within four (4) weeks from the effectivity date specified in the NTP;

c) **Trainers' Manual**, in Compact Disk (CD) and printed format [two (2) CD copies and two (2) ring-bound hard copies], within six (6) weeks from the effectivity date specified in the NTP;

d) **Terminal Report**, in Compact Disk (CD) and printed format [two (2) CD copies and two (2) ring-bound hard copies], within thirteen (13) months from the effectivity date specified in the NTP;

e) **Branch Post-Training Evaluation Report**, in Compact Disk (CD) and printed format [two (2) CD copies and two (2) ring-bound hard copies], one (1) month after the branch Post-Training Evaluation is conducted; and

f) **Consolidated Branch Post-Training Evaluation Reports**, in Compact Disk (CD) and printed format [two (2) CD copies and two (2) ring-bound hard copies], within two (2) months after the last branch Post-Training Evaluation is conducted.

C. ADDITIONAL SPECIFICATIONS:

1. On Services

a) The participants to all the training programs shall be chosen by PAGCOR and contained in a Master List which shall be submitted to the CONSULTANT within a reasonable period after the start of the Contract. PAGCOR has the option to amend the Master List whenever necessary subject to reasonable notice given to the CONSULTANT.

b) The CONSULTANT shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to PAGCOR, and shall at all times support and safeguard PAGCOR's legitimate interests in any dealings with Sub-Consultants or third parties.

c) The CONSULTANT shall always cooperate and coordinate with PAGCOR with respect to the performance its obligations under this Contract.

2. Reports

a) The CONSULTANT shall submit the following reports to PAGCOR:

i. A **Monthly Status Report** – To be submitted on the thirtieth (30th) day from the commencement of this Contract, and every thirty (30) days thereafter.

ii. A **Consolidated Branch Post Training Evaluation Report** – To be submitted within two (2) months after the last branch Post-Training Evaluation was conducted.

b) Should the CONSULTANT require additional time to submit the foregoing reports, a written request to this effect must be submitted to PAGCOR not less than Five (5) working days before the designated date for the submission of the report in question. PAGCOR may, at its option, grant this request. Failure to comply with this provision shall place the CONSULTANT in delay.

c) Reports shall be submitted to the Human Resources and Development Department (HRDD), PAGCOR House, 1330 Roxas Boulevard, Ermita, Manila, under a cover letter or transmittal note in English.

d) The CONSULTANT shall immediately inform PAGCOR of any circumstance which will interrupt, delay or obstruct the performance of its obligations.

3. Deliverables

Should any of the CONSULTANT's deliverables fail to comply with any of the material provisions contained herein to PAGCOR's satisfaction, the latter may, at its discretion:

i. Require the CONSULTANT to correct at its own cost any discrepancies, errors, or omissions found in the deliverable; or

ii. Give the CONSULTANT written notice that the deliverable is unacceptable and terminate this Contract.

4. Key Personnel

a) The Services shall be performed to the satisfaction of PAGCOR by the CONSULTANT's employees/contractors/consultants hereafter referred to as "Key Personnel". A list containing the individuals designated as Key Personnel, detailing their respective qualifications, is attached herein as Appendix I and forms an integral part of this Contract.

It is understood that this list is provisional in character and shall only be considered final after the lapse of Twenty One (21) calendar days from the start of the Contract. PAGCOR may require the list to be revised and the CONSULTANT shall then immediately implement the revision within a reasonable period after receipt of the same.

b) In case a Key Personnel becomes unavailable to perform the Services, for any reason, he must immediately be replaced by

the CONSULTANT with a replacement possessing equivalent or superior qualifications, subject to PAGCOR's written approval and in accordance with the following:

i. The CONSULTANT shall immediately furnish PAGCOR with a written notice stating the cause of the unavailability of the Key Personnel at least one (1) week before the unavailability.

ii. The CONSULTANT shall likewise immediately furnish PAGCOR with a list of candidates possessing equivalent or superior qualifications.

iii. PAGCOR shall choose a replacement from the list of candidates.

It is understood that PAGCOR cannot be held liable either directly or indirectly from any cause of action which may arise from any alteration or replacement of the Key Personnel. It is likewise understood that failure to comply with the foregoing, constitutes a substantial breach of this Contract.

c) The CONSULTANT shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement of Key Personnel.

d) The remuneration to be paid to the replacement shall not exceed the remuneration which would have been payable to the unavailable Key Personnel.

e) Should PAGCOR determine that a Key Personnel has committed serious misconduct or has been charged as having committed a criminal act, or is dissatisfied with his performance, then the CONSULTANT shall, at PAGCOR's written request, immediately provide a replacement in accordance with the provisions of this article.

5. Ownership

PAGCOR shall have full ownership of the training design and presentation materials created for the purposes of the Service, including, but not limited to, photo/video materials, training materials, activities, assessment tools. It is understood however, that this does not include materials existing prior to the execution of this Contract over which the CONSULTANT has intellectual property rights.

The CONSULTANT warrants and represents that the training design and presentation materials created for the Service are original, or duly licensed, and no part of the same will infringe upon or violate the rights of any person or entity, including without limitation, any copyrights, trademarks or rights of privacy or publicity. For this purpose, the CONSULTANT shall hold PAGCOR free and harmless from any claim, liability and against any cost for defending any action, suit or proceedings, including legal fees or other expenses, relating to any infringement or violation of the rights of any person or entity, including without limitation, any copyrights, trademarks or rights of privacy or publicity relative to the training design and presentation materials.

6. Services, Facilities and Property of PAGCOR

PAGCOR shall provide the CONSULTANT with the following:

A. Travel and Lodging Expenses

1. During the conduct of the training:

   a) Cebu, Bacolod & Davao: Economy airfare [maximum of two (2) round trips per month per allocation], lodging, airport transfers and F&B [three (3) meals and two (2) snacks per day, except liquor and alcohol]

   b) Angeles, Olongapo and Tagaytay: Land transport [One (1) round trip weekly: Manila-Branch-Manila per team), lodging, and F&B [three (3) meals and two (2) snacks per day, except liquor and alcohol]

   c) Pavilion, Hyatt, & Airport (Parañaque): F&B [one (1) meal and two (2) snacks per day, except liquor and alcohol]

2. During the conduct of the Branch Post-Training Evaluation:

   a) Cebu, Bacolod & Davao: One (1) Roundtrip economy airfare per allocation, lodging, airport transfers and F&B [three (3) meals and two (2) snacks per day, except liquor and alcohol].

   b) Angeles, Olongapo and Tagaytay: Land transport [One (1) round trip: Manila-Branch-Manila per team), lodging, and F&B [three (3) meals and two (2) snacks per day, except liquor and alcohol]

   c) Pavilion, Hyatt, & Airport (Parañaque): F&B [one (1) meal and two (2) snacks per day, except liquor and alcohol]

B. Venue and Audio-Visual Equipment

PAGCOR shall provide the venue/s where the training will be conducted, as well as, all the necessary training audio-visual equipment, provided that the CONSULTANT shall notify PAGCOR in writing at least two (2) weeks prior to the conduct of the training.

The CONSULTANT, on the other hand, shall be responsible for the development, preparation and reproduction of the materials and presentations to be used during the training.

II. EMPLOYEE-EMPLOYER RELATIONSHIP

There shall be no employer-employee relationship between PAGCOR and the employees of the CONSULTANT. The CONSULTANT shall have the entire charge, control and supervision of the work herein agreed upon. It shall be responsible for all acts and omissions of its personnel 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 while remaining either casually or in business in any part of PAGCOR's premises. Any accident, injury or sickness of any kind that may

occur to any to any employee of the CONSULTANT during the time and consequent to the performance of the work under this Contract shall likewise be the CONSULTANT's responsibility.

The CONSULTANT further binds itself to hold PAGCOR free and harmless from any claim on account of the aforementioned injury or damage or from any claim of its employees for any cause.

III. CONTRACT TIME

This Contract shall subsist for a period of twenty-one (21) months commencing from the effectivity date specified in the Notice to Proceed.

The CONSULTANT shall facilitate/roll-out the final Customer Service Training Program and train all identified PAGCOR front-liners in all involved Casino Filipino branches within six (6) weeks from the effectivity date specified in the NTP and to finish all front-liners' training within eleven (11) months from effectivity date specified in the NTP.

PAGCOR may unilaterally terminate the Service Contract with or without cause, without need of judicial intervention upon written notice to the CONSULTANT.

The CONSULTANT understands that time is of the essence in this Contract and that any deviation from this schedule places it in delay.

IV. CONTRACT PRICE AND SCHEDULE OF PAYMENT

In consideration of the Service, PAGCOR shall pay the CONSULTANT the total Contract Price of **TWENTY FOUR MILLION PESOS (PhP24,000,000.00)**, VAT Exclusive, Zero-Rated transaction, subject to the appropriate withholding taxes. Payment shall be made according to the following schedule:

MILESTONE	**PAYMENT [Percentage (%) of the Contract Price]**
Submission of Initial Customized Training Design, Final Training Design and Trainers' Manual.	Twenty Percent (20%) Four Million Eight Hundred Thousand Pesos (PhP 4,800,000.00)
Completion of Training in all CF Branches for 8,290 front-liners (List of Participants with Certification of SBHRO/BHRO)	Fifty Percent (50%) Twelve Million Pesos (PhP 12,000,000.00) Progress billing shall be applied, with the following breakdown/payment schedule based on completed training per branch: BRANCH | EST.# OF FRONT-LINERS | PRO-RATED PAYMENT

	Pavilion	2,073	25% of 50% of Contract Price (CP)
	Hyatt	1,094	15% of 50% of CP
	Cebu	1,178	15% of 50% of CP
	Airport	1,200	15% of 50% of CP
	Angeles	898	10% of 50% of CP
	Tagaytay	602	5% of 50% of CP
	Davao	456	5% of 50% of CP
	Bacolod	420	5% of 50% of CP
	Olon-gapo	369	5% of 50% of CP
	** Note: % of payment may also vary if there is a substantial adjustment in number of participants per branch (to be mutually agreed upon by HRDD and CONSULTANT later on).		
Submission of Final Report	Ten Percent (10%) Two Million Four Hundred Thousand Pesos (PhP 2,400,000.00)		
Submission of Branch Post-Training Evaluation Reports and Consolidated Post-Evaluation Report of all Branches and PAGCOR's written acceptance to the Certificate of Performance provided in Article I herein. The CONSULTANT shall promptly make any necessary corrections within a maximum period of ninety (90) calendar days if its Certificate of Performance is not acceptable to PAGCOR.	Twenty Percent (20%) Four Million Eight Hundred Thousand Pesos (PhP 4,800,000.00)		

PAGCOR may, by written notice of suspension to the CONSULTANT, suspend any and/or all payments to the CONSULTANT if the CONSULTANT fails to perform any of his/her obligations due to the CONSULTANT's own fault or when it is due to *force majeure* or other circumstances beyond the control of either party.

Both parties agree that the total price stated herein already includes all applicable taxes, fees and charges required by the government. The CONSULTANT holds PAGCOR free from liability for any or all taxes arising out of this transaction.

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

The CONSULTANT shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days from receipt of the aforesaid notice.

V. TAXES AND LICENSES

All amounts, claims and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the services performed under this Contract shall be for the exclusive account of the CONSULTANT.

VI. PERFORMANCE SECURITY

The CONSULTANT shall post a Performance Security (the "Security") for the benefit of PAGCOR as a guarantee for former's compliance with its obligations under this Contract. The Security shall be posted prior to the signing of the Contract, in accordance with any of the following schedule:

FORM OF SECURITY	MINIMUM AMOUNT IN PERCENTAGE OF TOTAL SERVICE CONTRACT COST
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) One Million Two Hundred Thousand Pesos (PhP 1,200,000.00)
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.	
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%) Seven Million Two Hundred Thousand Pesos (PhP 7,200,000.00)
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

The Security shall remain valid until PAGCOR's acceptance to the Certificate of Performance submitted by the CONSULTANT in accordance with Article I herein and provided that there are no claims filed against the CONSULTANT or the surety company.

VII. CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract shall be settled amicably by the parties before resorting to any judicial or arbitral action.

If the parties fail to settle their differences or disputes, the parties waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all judicial actions or suits between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract 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.

VIII. DAMAGES FOR DELAY

The CONSULTANT shall completely perform the Service within the time prescribed in Article III herein. Should the CONSULTANT incur delay in its performance, the CONSULTANT shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total Contract Price for each day of delay, including Sundays and Holidays, beyond the specified period.

In case the CONSULTANT still fails perform the Services after the lapse of thirty (30) days from the supposed date of completion as provided for herein, in addition to the forfeiture of the performance security, PAGCOR shall have the option to terminate the Contract

IX. CONFIDENTIALITY

Pursuant to this Contract, PAGCOR, its directors, officers, employees, agents, customers and any other person working in PAGCOR's behalf, may be disclosing to the CONSULTANT, its directors, officers, employees, agents, and other persons acting on the CONSULTANT's behalf, Confidential information such as but not limited to: business plans, developments plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and confidential to PAGCOR, together with any notes, analyses, compilations, studies, or other documents, that are based upon, contain, or otherwise reflect information that is confidential in character. The parties agree as follows with respect to treatment of the above-mentioned confidential information:

1. The CONSULTANT shall require its directors, officers, employees, agents and other persons acting on the CONSULTANT's behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to PAGCOR for any unauthorized disclosures made by its directors, officers, employees, agents and other persons acting on the CONSULTANT's behalf.

2. Any information provided by PAGCOR shall be used by the CONSULTANT, its directors, officers, employees, agents, and any other persons working in CONSULTANT's behalf, solely for the purpose of performing the Services and not for any other purpose. The CONSULTANT, its directors, officers, employees, agents, and any other persons acting on the CONSULTANT's behalf, shall not disclose any information, in whole or in part, to any person or for any other purpose.

3. Copies or reproductions of the disclosed confidential information shall be made only to the extent and purpose of performing the CONSULTANT's Services under this Contract. Access to disclosed confidential information shall be limited by the CONSULTANT to only those directors, officers, employees, agents, and other persons acting on its behalf necessary to the performance of the Service in this Contract.

4. In the event that the CONSULTANT, its directors, officers, employees, agents, and any other persons acting on its behalf, is required by law to disclose any information supplied to the CONSULTANT pursuant to this Contract, the CONSULTANT shall provide PAGCOR with prompt prior written notice of such requirement to allow PAGCOR to seek appropriate protective measures. If, in the event that PAGCOR fails to secure the appropriate order/ measure, the CONSULTANT may disclose only that portion of the confidential information is so legally compelled.

5. All confidential information disclosed by PAGCOR to the CONSULTANT, its directors, officers, employees, agents, and any other persons acting on its behalf shall remain PAGCOR's property. The CONSULTANT shall be liable to PAGCOR for the disclosure of confidential information acquired, obtained, or gathered in the course of the performance of this project.

6. Upon termination of this Contract, the CONSULTANT shall redeliver and surrender all tangible confidential information to PAGCOR, including documents, data and other papers relative to this Contract. The CONSULTANT will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any confidential information.

7. Any Confidential information that is not returned or destroyed, including any oral Confidential information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential information is redelivered to PAGCOR or destroyed by the CONSULTANT. Any oral Confidential information shall not be repeated to any third party by the CONSULTANT, its officers, employees, agents, and any other persons acting on the its behalf, even after the termination of the Contract.

8. PAGCOR, its directors, officers, employees, agents, customers and any other persons acting on PAGCOR's behalf, shall not be liable to the CONSULTANT, its officers, employees, agents, and any other persons acting on the its behalf, for any damage or injury resulting from the latter's use of the disclosed Confidential information.

9. The CONSULTANT acknowledges and agrees that pecuniary damages may not be a sufficient remedy for any breach of this Confidentiality Clause by the CONSULTANT, its directos, officers, employees, agents, and other persons acting on the its behalf. PAGCOR shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The CONSULTANT agrees to indemnify PAGCOR for costs and expenses, including, without limitations, attorney's fees, incurred by PAGCOR in connection with the enforcement of this Confidentiality Clause.

10. The obligations stated in this Confidentiality Clause shall also apply to Confidentiality Information negligently, unintentionally or inadvertently disclosed by PAGCOR, its directors, officers, employees, agents, customers and any other persons acting on the its behalf, and to disclosure made by a PAGCOR officers, employee, agent, and other persons ordinarily acting on PAGCOR's behalf, in breach of his/her obligation or duty to PAGCOR.

X. WARRANTIES AND RESPONSIBILITIES

The CONSULTANT hereby warrants and represents that:

1. It is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines, and 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. That the Services to be rendered herein shall be as described under Article I of this Contract. The CONSULTANT 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.

4. During the period of this Service Contract and one (1) year thereafter, the CONSULTANT shall be not be employed or engaged as an independent contractor, joint venture partner, collaborator, agent, director, shareholder, or employee, or in any other capacity or manner whatsoever, whether for profit or otherwise, by any individual, entity or corporation, engaged in a similar business as PAGCOR.

XI. INDEMNIFICATION

The CONSULTANT will defend, protect, indemnify, and hold PAGCOR free and harmless from any and all adverse claims that may be made by any party in connection with the performance of the Service. Specifically the CONSULTANT shall indemnify and shall hold PAGCOR, its guests, corporate affiliates and any director, officer, employee or agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless against any and all liability to third parties (other than liability solely the fault of the indemnified party) arising from the negligence of the CONSULTANT or its agents including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of PAGCOR of the CONSULTANT's services.

The indemnification is limited to the services delivered to PAGCOR by CONSULTANT and does not cover third party claims not authorized by the CONSULTANT.

XII. MISCELLANEOUS PROVISIONS

In the event that the 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 Contract is of a personal nature and any interest therein may not be assigned or sub-contracted without the prior consent of PAGCOR.

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 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 an agency or a general partnership/joint venture 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.

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 all the parties thereto.

IN WITNESS WHEREOF, the parties hereto set their hands this____ day of _____ 2013 in the City of _____, Philippines.

PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN: 000-887-972

TRAINSTATION, INC.
TIN: 008-034-647-000

BY:

JORGE V. SARMIENTO
President and Chief Operating Officer
TIN: 122-841-833

DENNIS O. TEMPORAL
CONSULTANT
TIN: 931-714-840-000

SIGNED IN THE PRESENCE OF:

NOMBENTO L. OBIAS

Rodolfo Mangaliag Jr.

ACKNOWLEDGMENT

BEFORE ME, this ____ day of JAN 16 2014 in CITY OF MANILA, personally appeared the following persons, each of whom exhibited their competent evidence of identity, to wit:

Name	Govt. ID Presented	Valid Until
Jorge V. Sarmiento	Passport No. EB1763201	January 19, 2016
Dennis O. Temporal	DRIVER'S LIC. # N02-88-08246	2014-3-14

and presented to me an integrally complete document/instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that they executed the instrument/document as their free and voluntary act and deed and if they acted in representative capacity, the free and voluntary act and deed (and if they acted in representative capacity, they have the authority to sign in that capacity).

The instrument/document referred to is a Consultancy Contract consisting of fifteen (15) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses on each and every page thereof.

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

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Book No. III
Series of 2014

ATTY. GLENN CEASAR T. DE GUZMAN, JR.
NOTARY PUBLIC
6TH FLR. HYATT HOTEL & CASINO
M.H. DEL PILAR ST., MALATE, MANILA
APPT. NO. 2013-025, UNTIL DEC. 31, 2014
ROLL NO. 55385, IBP LIFETIME NO. 08437
RSM CHAPTER
PTR NO. 1404911/01-08-13/MANILA

List of Key Personnel of Trainstation Inc. assigned for the Consulting Services to Generate Design and Conduct of a Customer Service Training Program for Front Liners of Casino Filipino Branches under ITB No. 01-21-2013. The details of their respective qualifications are herein attached as annexes:

1. Three (3) Customer Service Specialist Trainers:

   - Mr. Dennis Temporal (Annex A);
   - Ms. Rubirose Ong (Annex B); and
   - Ms. Sarah Ramos (Annex C)

2. Eleven (11) Lead Trainers; and

   - Ms. Raquel Mangaliag (Annex D);
   - Mr. Ramoncito Herrera (Annex E);
   - Mr. Randall Rosales (Annex F);
   - Mr. Edwin Soriano (Annex G);
   - Ms. Anna Teresa Custodio (Annex H);
   - Mr. Jon Paul Lanot (Annex I);
   - Ms. Elaine Ledesma (Annex J);
   - Mr. Ruben Lanot (Annex K);
   - Ms. Ma. Gloria Sicam (Annex L);
   - Ms. Jenny Rose Dy (Annex M); and
   - Ms. Jasmine Mendiola (Annex N)

3. Nine (9) Assistant Trainers.

   - Ms. Rebecca Bote (Annex O);
   - Mr. Jheremy Sandico (Annex P);
   - Ms. Meliza Reyes Uy (Annex Q);
   - Mr. Roberto Miguel Buhain III (Annex R);
   - Mr. Aldrin Oroqueta (Annex S);
   - Ms. Ma. Luningning Tadena (Annex T);
   - Mr. Adrian Monforte (Annex U); and
   - Ms. Kathleen Clare Teodoro (Annex V)