

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 World Manila Bay Hotel and Casino, 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 -

PESTICON ENTERPRISES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at EP Sanchez Bldg. 1, #8301-A Dr. A. Santos Avenue, Brgy. San Antonio Valley 1, Paranaque City, represented in this act by its Vice President - Operations, **MARIA ELIZABETH S. PABALAN**, duly authorized for this purpose by a Secretary's Certificate dated August 28, 2019, herein attached as Annex "A"; 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 Imus Complex** under ITB No. **PB20-00-005COR** (hereinafter referred to as "**SERVICES**");

WHEREAS, **PAGCOR** conducted public bidding in accordance with Republic Act (RA) 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on November 22, 2019 for the procurement of the Services;

WHEREAS, the **CONTRACTOR** has submitted the Single 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 IMUS COMPLEX	
TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES	
Location / Project Site	PAGCOR IMUS COMPLEX #363 Bgy. Bayan Luma VI, Imus, Cavite
Approximate Total Area	a. FMED Bldg. – 1,620 sq.m. b. FRWD Bldg. – 5,779 sq.m. c. Warehouse – 3,558 sq.m.
<u>A.SCOPE OF WORK</u>	
The CONTRACTOR shall provide PAGCOR with pest control services with the list of Pesticides/Chemicals to be used and their corresponding Certificate of Product Registration and MSDS (Materials Safety Data Sheet) from FDA (Food And Drugs Administration) and includes the following::	
1. Technical and professional comprehensive Pest Control treatment and maintenance program consisting of monthly treatments and weekly inspection/follow ups covering all buildings, storage rooms, grounds and premises of PAGCOR Imus Complex.	
2. The details of the program are as follows: a) ANT and COCKROACH CONTROL – Treatment by residual spraying, fogging or misting will be carried out regularly in the whole premises taking special note of areas, which harbor cockroaches, such as the pantries, toilets and drainage. b) RODENT CONTROL – A system of permanent/semi-permanent bait stations containing anticoagulants must be regularly placed and maintained in the areas, which would likely harbor rats and mice, ensuring that these remain effective without presenting any hazard to PAGCOR personnel and facilities. c) FLY and MOSQUITO CONTROL – Regular fogging/misting and larviciding of the entire premises particularly areas, which harbor flies and mosquitoes.	

AREAS OF APPLICATION			
FMED Building	1 st Floor: Maintenance Sec., Carpentry, Water Stockroom, Clinic, Super-visors' Machine, Shop, Painting, Power Room, CCD Stockroom, Card Room, Male and Female CRs	2 nd Floor: Plastic, Roulette, Upholstery, Carpentry, Finishing, Card Shuffling Sections, FMED Admin. Offices, Conference room, Male and Female comfort rooms.	3 rd Floor: Training Room, Radio Room, Chapel, Stockrooms, Male and Female comfort rooms.
Warehouse Building	1 st Floor: Legal Dept. Storage room, Accounting storage room, COA storage room, Bingo stockroom, Disposal section, Dispatching area, Issuing Office, Receiving, Male and Female Comfort Rooms (CRs)	2 nd Floor: LMD Office, ITD stockroom, Office Supplies stockroom, Slot Machine stockroom (Tito tickets & Paintings)	
Perimeter	Dormitory 1 and 2, Guard House, Main Gate, Motor Pool, Firing Range, Slot Machine Workshop, Water Station, Engineering Office, Water Station Storage area, ITD Server site, Engineering Depot, Hazardous Waste Segregation Site, Covered Parking area, Engineering Depot		
d) CONTRACTOR shall conduct site inspection of the facilities and submit a comprehensive termite control treatment in compliance with the requirements. The treatment shall also include the prevention of reappearance of termites, to wit:			
DETAILS OF ASSIGNMENT		AREA OF APPLICATION	
1. Post Construction Treatment	Within and around the boundary wall of the Warehouse, FRWD, FMED buildings, Barracks, Slot Machine Storage, Firing Range area and 13 units 40 footer container vans with a total lot area of 32,373m.		
• Soil Treatment (Termiticide Barrier)			
• Spray infested wooden fixtures			
2. Elimination of termite mounds drenching with termiticide solution.	All premises of PAGCOR Complex Imus.		
3. Re-treatment if re-infestation occurs.	Within and around the boundary wall of the Warehouse, FRWD, FMED buildings, Barracks, Slot Machine Storage, Firing Range area and 13 units 40 footer		

<p>4. After treatment, conduct a thorough site inspection and evaluation of possible termite infestation.</p>	<p>container vans with a total lot area of 32,373m. Within and around the boundary wall of the Warehouse, FRWD, FMED buildings, Barracks, Slot Machine Storage, Firing Range area and 13 units 40 footer container vans with a total lot area of 32,373m</p>
<p>5. Recommend non-chemical alternative control measures whenever possible.</p>	<p>Slot Machine storage, Firing Range area and 13 units 40 footer container vans with a total lot area of 32,373m.</p>
<p>d.1. Termite control treatment shall be carried out in the presence of end-users and in accordance with the schedule approved by PAGCOR. CONTRACTOR shall ensure least possible disruption to PAGCOR's day to day operations while providing services at the premises.</p>	
<p>d.2. CONTRACTOR shall provide comprehensive details of all territories (rate of application) which are intended for use within the scope of this contract. All chemical termiticides should confirm to Bureau of Food and Drug Administration standards.</p>	
<p>d.3. CONTRACTOR shall submit Material Safety Data Sheet (MSDS) of all chemical termiticides for the approval of PAGCOR. If the CONTRACTOR intends to use other termiticides other than those approved by PAGCOR (due to non-availability) then CONTRACTOR shall provide another MSDS to PAGCOR.</p>	
<p>d.4. CONTRACTOR shall submit a Certification from Pest Control Association of the Philippines (PCAP) or any legitimate association on Pest Control.</p>	
<p>d.5 CONTRACTOR's personnel, two to three termite pest control applicators, on site must be well skilled and knowledgeable. The termite control team shall also include team leader who shall be responsible for complete supervision on termite control services to be provided.</p>	
<p>d.6. All mixing of termiticides shall be done outside (open area) the building as approved by PAGCOR.</p>	
<p>d.7. Insecticide solution should not be applied during wet weather, or when the earth surface is excessively wet. Application should be made to all areas beneath concrete slabs-on-grade, including sidewalks and paving adjoining buildings. Rate of application of the solution shall be as per recommendation of the manufacturer.</p>	
<p>d.8. Appropriate Safety Gear (safety hats, footwear, glasses and gloves) for the personnel/operators shall be the responsibility of the CONTRACTOR. Failure to comply with this provision may result to the cancellation of contract.</p>	
<p>d.9 CONTRACTOR shall offer a treatment/service guarantee for the duration of the contract. If the premises should become infested again during the term of contract, the CONTRACTOR shall do again the treatment of the premises free of charge.</p>	
<p>d.10. CONTRACTOR shall ensure staff awareness of PAGCOR Environmental Policy while on PAGCOR premises. (Attached as Annex "B").</p>	
<p>d.11 PAGCOR shall carry out an annual performance evaluation of CONTRACTOR's Performance Services.</p>	
<p>ADDITIONAL TERMS AND CONDITIONS</p>	
<p>1. The CONTRACTOR has 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 solid free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description;</p>	

JOSEPH D. TODICO

 - 11 -

2. All assigned pest control technicians shall coordinate with **PAGCOR's** Sr. Facilities Management Officer (SFMO) and/or Assistant Facilities Management Officer (AFMO). The **CONTRACTOR** shall closely coordinate with **PAGCOR**, through its SFMO and/or AFMO, all matters relating to all treatments and feedbacks for immediate action;
3. 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**;
4. All chemicals to be used be certified by the Fertilizers and Pesticide Authority as safe for use in all establishments;
5. The **CONTRACTOR** shall report directly to the Building Admin. for priority requests that needs immediate action;
6. First treatment/Application is within fifteen (15) calendar days from the effectivity date specified in the Notice to Proceed; and
7. The treatments shall be done for five hours preferably from 3:00 PM onwards every Friday (four (4) times a month) except for the Termite Control Treatment, which shall be done every last Friday of the month.

B.SCHEDULE OF PAYMENT:

1. The **CONTRACTOR** shall present to **PAGCOR's** SFMO 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** the monthly service fee within thirty (30) calendar days from receipt of the **CONTRACTOR's** monthly billing statement;
4. The **CONTRACTOR** shall present to the Building Admin. (Maintenance) of Imus Warehouse, a service treatment report for signature upon completion of every visit/inspection by the **CONTRACTOR**; and
5. The **CONTRACTOR** shall bill **PAGCOR** on a monthly basis, payable within thirty (30) days from receipt of the billing statement and the signed service treatment report.

ARTICLE II
CONTRACT TIME

1. This Service Contract shall be for a period of three (3) years commencing from the effectivity date specified in 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. The maximum deduction shall be ten percent (10%) of the Contract Price of the Service Contract. 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.

JOSEPH DA YODICO
(Signature)

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 Eighty-One Thousand Eight Hundred Eighty-Eight Pesos (PhP81,888.00), VAT Exclusive, Zero-Rated Transaction, for a period of one (1) year or a total of Two Hundred Forty-Five Thousand Six Hundred Sixty-Four Pesos (PhP245,664.00), 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 Six Thousand Eight Hundred Twenty-Four Pesos (PhP6,824.00) 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 former's 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.	Five Percent (5%) Twelve Thousand Two Hundred Eighty-Three Pesos and 20/100 (PhP12,283.20)
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	
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%) Seventy-Three Thousand Six Hundred Ninety-Nine Pesos and 20/100 (PhP73,699.20)

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 restitute 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**

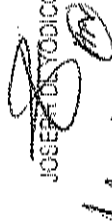
1. This Service Contract constitutes the entire agreement between the parties pertaining to the Services and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Service Contract shall be binding 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

JOSEPH D. SODICO


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 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. The maximum deduction shall be ten percent (10%) of the amount of the Contract. 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.
4. 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 _____

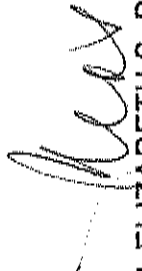
**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN: 033-000-887-972

Represented by:


ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814

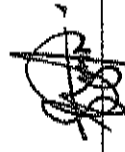
PESTICON ENTERPRISES, INC.
TIN: 238-186-716-000

Represented by:


MARIA ELIZABETH S. PABALAN
VP - Operations
TIN: 122-950-425

Signed in the presence of:


MANUEL M. PONZALAN
Chief Procurement Officer



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, on this
~~FEB 26 2020~~ 2020, personally appeared:

NAME

GOVERNMENT ID NO.

ANDREA D. DOMINGO

PASSPORT NO.: P7681573A

Issuance Date: June 26, 2018


Expiration Date: June 25, 2028

Place of Issue: DFA Manila

known to me and known to be the same person who executed the foregoing Service Contract consisting of thirteen (13) 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. 144
Page No. 30
Book No. 11
Series of 2020.


EMIGDIO A. FALABOG, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6th FLOOR NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PUEBLA ST. MALATE, MANILA
COMM. NO. 2009-145 UNTIL DEC. 31, 2020
REG. NO. 7189987 MANILA CHAPTER
ACCE. COMPLIANCE NO. VED0066600711-4-13-2022
PTR NO. 98089281-110-1-2023


JOSEPH L. YODICO

ACKNOWLEDGMENT

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

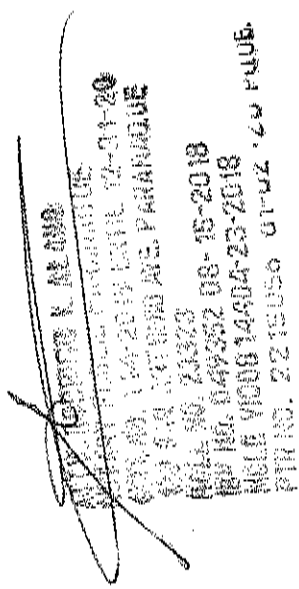
BEFORE ME, a Notary Public for and in the City of Manila, on this
2020, personally appeared:


NAME GOVERNMENT ID NO.
MARIA ELIZABETH S. PABALAN Unified Multi-Purpose ID
(UMID) CRN-0033-0126105-3

known to me and known to be the same person who executed the foregoing Service Contract consisting of thirteen (13) 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. 1002
Page No. 33
Book No. 45
Series of 2020.


JOSEPH D. YODICO
NOTARY PUBLIC - PHILIPPINES
OFFICE: 1472019 LITTLE TIGER CT-01-20
SUITE 101, VICTORINO AVE. PARANQUE
CITY OF MANILA 1200
PHONE NO. 2215050 OFFICE
MOBILE NO. 0949352 08-15-2018
REG. NO. 14904-23-2018
PTR NO. 2215050 OFFICE


JOSEPH D. YODICO

SECRETARY'S CERTIFICATE

I, MICHAEL ERNEST D. SANCHEZ, Filipino, of legal age, with Postal address of 4/F EP Sanchez Building 1, # 8301-A Dr. A. Santos Avenue, San Antonio, Paranaque City, after having been sworn according to law, depose and State:

1. THAT I am the Corporate Secretary of Pesticon Enterprises Inc., a Corporation duly organized and existing under the laws of the Philippines;
2. THAT at a special meeting of the Board of Directors held at the principal office of the corporation held on February 16, 2019, upon motion duly made, seconded and unanimously approved, the following resolution was adopted:

"RESOLVED, as it hereby is resolved, that the Corporation, Pesticon Enterprises Inc. Inc. be, as it hereby is, authorized to enter into a service agreement or contract for Pest Control Services with all government or private entities.

FINALLY RESOLVED that the only one of the following officers is hereby authorized to represent and to sign any and all documents necessary and requisite for the purpose:"

- Michael Ernest D. Sanchez - VP-Operations
- Salvador P. Pabolan, Jr. - Business Manager
- Joanne S. Novero - Office Assistant

THAT the above resolution is still enforce and effect.

FURTHER AFFIANT SAYETH NAUGHT.

MICHAEL ERNEST D. SANCHEZ
Affiant

REPUBLIC OF THE PHILIPPINES
CITY OF _____

SUBSCRIBED AND SWORN to be me this 16th day of February 2019, affiant exhibiting to me his Driver License No. N26-17-034422 issued on _____ at Manila Philippines.

Doc. No. 191
Page No. 1
Book No. 10
Series No. 2019

ATTEST: _____
NOTARY PUBLIC
FOR THE CITY OF _____



Annex "B"

PAGCOR ENVIRONMENTAL MANAGEMENT POLICY

PAGCOR commits itself to develop, maintain and improve its "Environmental Management System" in all aspects of its operational activities and services.

We are committed to minimize our adverse impact on the environment and maximize future generation's ability to live, work and play in our shared natural environment with equal access clean air, water and natural resources.

To realize this fundamental policy, we will do so by adhering to the following principles:

- * Promote efficient use of materials and resources throughout our facilities including water, electricity, raw materials and others particularly those that are non-renewable
- * Reduce waste through re-use and recycling
- * Integrate the consideration of environmental concerns and impacts into all of our decision making and activities
- * Ensure compliance with environmental legislation and regulations
- * Train, educate and promote environmental awareness among our employees and encourage them to work in an environmentally responsible manner
- * Strive to identify and purchase environmentally-preferable supplies and services for all our daily operational needs and for company events, where economically feasible
- * Where significant health, safety or environmental hazards exist, develop and maintain appropriate emergency and response programs
- * Communicate our environmental commitment to clients, customers and the public and encourage them to support it
- * Strive to continually improve our environmental performance and minimize the social impact and damage of activities by periodically reviewing our environmental policy in light of our current and planned future activities.

Employee understanding and involvement are essential to the implementation of the environmental policy. All employees will receive a copy of this policy and be educated about the company's efforts to improve environmental performance. Employees at all levels of the company will be involved in supporting our goals.

A healthy environment benefits everyone, and our commitment to environmental stewardship will be a long-term one.

PAGCOR