

PURCHASE CONTRACT

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

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

-and-

PHILCOPY CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Philcopy Bldg., 793 J.P. Rizal Avenue, Poblacion, Makati City, represented in this act by its Major Accounts Manager, **FERNANDO F. CORTEZ**, duly authorized for this purpose by a Secretary's Certificate dated June 13, 2019, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**"

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Duplicating Machines and Consumables for Facilities Management and Engineering Department (FMED) under ITB No. PB19-05-054COR;

WHEREAS, PAGCOR conducted a public bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on May 29, 2019 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the single calculated responsive bid for the Project;

WHEREAS, PAGCOR has accepted the bid of the **SUPPLIER**, 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 **SUPPLIER** hereby enter into this Purchase Contract under the following terms, conditions and specifications:

TERMS AND CONDITIONS

The rights and obligations of the parties are set forth as follows:

1. The **SUPPLIER** shall undertake the Supply and Delivery of Duplicating Machines and Consumables with the following technical specifications:

Item No.	Quantity	Specification
1	One (1) Unit	Duplicating Machine – High End – Colored (KYOCERA TASKalfa 4053ci) Digital Color Copier with Network Printing, Color Scanning & Network Fax Copy and Print speed of 40-50 copies per minute, A4, on monochrome and color Scan speed of 80-90 images per minute on monochrome and color at 300dpi, A4, Zoom range of 25 to 400% Copy and Print Resolution of 1,200 x 1,200 dpi, 2bit depth of 4,800 dpi equivalent x 1,200 dpi Scan Resolution of 600 x 600 dpi Copy size is from A6R up to A3 Print Size is from A6R up to SRA3 plus banner size Standard Memory Capacity minimum is 4GB RAM, 8GB SSD plus standard 320GB Hard disk drive Maximum Duty Cycle of 150,000 - 200,000 pages per month Input paper capacity of two-500-sheets universal paper cassette and 150-sheets multi-purpose tray Toner capacity for 3 colored minimum is to 20,000 copies and for Black is up to 30,000 copies, at 5% density A4 size Built-in Duplex Unit 140-160 sheets Document Feeder Standard Scan Once Print Many and Electronic Sort Function Printer Processor minimum 1.2GHz Compatible with Windows, Macintosh, Linux, Unix Built in Gigabit-Network, USB 2.0 and four USB Host Connection PCL6, KPDLL3(Post Script 3 compatible), PDF Direct Print, XPS Direct Print and Open XPS emulations Auto Emulation Sensing USB Memory Printing and Scanning Scanning Mode: Color, Grayscale and B&W File Format of PDF (High compression, encrypted, PDF/A), TIFF, JPG, XPS Fax modem speed of 33.6 kbps (optional) Built-in Internet fax Duplex transmission & reception Power consumption copying/printing not more than 800W on color and monochrome Ready mode 60W Power-saving (sleep mode) 1W or less Steel table with ball caster or Console Type With Manufacturer's Certificate Services: Lifetime Service

		Warranty Period of Spare Parts: Two (2) Years or Six Hundred Thousand (600,000) copies whichever comes first.
2	Three (3) Sets	Consumable for Duplicating Machine – High End – Colored: Toner Cartridge [KYOCERA TK-8349 (YMCK)]
3	Twenty-Three (23) Units	<p>Duplicating Machine – High End (KYOCERA TASKalfa 5003i)</p> <p>Digital Copier with Network Printing, Color Scanning & Network Fax</p> <p>Copy and Print speed of 50-60 copies per minute, A4</p> <p>Scan speed of 80-90 images per minute on monochrome and color at 300dpi, A4 with document feeder</p> <p>Zoom range of 25 to 400%</p> <p>Copy and Print Resolution of 1,200 x 1,200 dpi</p> <p>Scan Resolution 600 x 600 dpi</p> <p>Original Size and Copy size is from A6R up to A3</p> <p>Print Size is from A6R up to A3</p> <p>Standard Memory Capacity is 4GB RAM, Built-in 8GB SSD and 320GB HDD</p> <p>Maximum Duty Cycle of 200,000-250,000 pages per month</p> <p>Input paper capacity of two-500-sheets universal paper cassette and 150-sheets multi-purpose tray</p> <p>Toner Capacity minimum of 35,000-40,000 copies at 5% density A4 size</p> <p>Built in Duplex Unit</p> <p>Standard 140 sheets Reversing Document Feeder</p> <p>Standard Scan Once Print Many and Electronic Sort Function</p> <p>Printer Processor 1.0GHz</p> <p>Compatible with Windows, Macintosh, Linux, Unix</p> <p>Built in Gigabit-Network, USB 2.0 and USB Host Connection</p> <p>PCL6, KPDL3(Post Script 3 compatible), PDF Direct Print, XPS Direct Print emulations</p> <p>USB Memory Printing and Scanning</p> <p>Scanning Mode: Color, Grayscale and B&W</p> <p>Built-in Network Fax System</p> <p>Power consumption not more than copying/printing Maximum 800W</p> <p>Energy saving priority 1W or less</p> <p>Steel table with ball caster or Console Type</p> <p>With Manufacturer's Certificate.</p> <p>Services: Lifetime Service</p> <p>Warranty Period of Spare Parts: Two (2) Years or Six Hundred Thousand (600,000) copies whichever comes first.</p>
4	Sixty-Nine (69) Pieces	Consumable for Duplicating Machine – High End: Toner Cartridge (Black) (KYOCERA TK-6329)
5	Five (5) Units	<p>Duplicating Machine – Mid End (KYOCERA ECOSYS M3660idn)</p> <p>Digital Copier with Network Printing, Color Scanning and Network Fax</p> <p>User friendly 7-inch color touch screen panel</p> <p>Copy and Print speed of 50-60 copies per minute, A4</p> <p>Scan speed of 60 images per minute on monochrome and 40 images per minute on color at 300dpi, A4</p>

		Zoom range of 25 to 400% Copy and Scan Resolution of 600 X 600 dpi Print Resolution of 1200 X 1200 dpi Warm-up time 16 seconds or less Original Size, Copy Size and Print Size is from A5R up to Legal Standard Memory Capacity minimum is 1GB Maximum Duty Cycle of 200,000 pages per month Input paper capacity of 2 x 500-sheets universal paper cassette and 100-sheets multi-purpose tray Output capacity of 500 sheets face-down with paper full sensor Toner capacity minimum is 25,000-30,000 copies, 5% density A4 size Built in Duplex Unit Built in Dual Scan Document Processor with a capacity of 100 sheets Allow A6 duplex scan from Document Feeder Standard Scan Once Print Many and Electronic Sort Function Management Codes up to a maximum of 100 codes Printer Processor minimum of 1.0 GHz Compatible with Windows, Macintosh, Linux and Unix Built in Gigabit-Network, USB 2.0 and USB Host Connection PCL6, KPDL3(Post Script 3 compatible), PDF Direct Print, XPS Direct Print and Open XPS emulations USB Memory Printing and Scanning Scanning Mode: Color, Grayscale and B&W File Format of PDF(High compression, encrypted, PDF/A),TIFF,JPG, XPS & Open XPS Fax modem speed of 33.6 kbps (optional) Duplex transmission & reception Power consumption copying/printing: not more than 800W Ready mode 54W Sleep mode 0.5W or less Steel table with ball caster or Console Type With manufacturer's certificate Services: Lifetime Service Warranty Period of Spare Parts: Two (2) Years or Five Hundred Thousand (500,000) copies whichever comes first
6	Fifteen (15) Pieces	Consumable for Duplicating Machine – Mid End: Toner Cartridge (Black) (KYOCERA TK-3195)
7	Nine (9) Units	Duplicating Machine – Low End (KYOCERA ECOSYS M2540dn) Digital Copier with Network Printing, Color Scanning and Network Fax Copy and Print speed of 40-50 copies per minute, A4 Scan speed of 40 images per minute on monochrome, 23 images per minute on color, at 300dpi, A4 Zoom range of 25 to 400% Copy/Print/Scan Resolution of 600 X 600 dpi, Fast 1200 dpi and Fine 1200 dp Original Size and Copy Size is from A6 up to Legal Standard Memory Capacity Minimum is 512MB

		Maximum Duty Cycle of 50,000 pages per month
		Input paper capacity of 250-sheets universal paper cassette and 100-sheets multi-purpose tray
		Output capacity of 150 sheets face-down with paper full detection
		Toner capacity minimum is 12,000-15,000 copies at 5% density A4 size
		Built in Duplex Unit
		Built in Document Processor with a capacity of 50 sheets
		Standard Scan Once Print Many and Electronic Sort Function
		Integrated Management Codes up to a maximum of 100 codes
		Printer Processor minimum 800 MHz
		Compatible with Windows, Macintosh, Linux, Unix
		Built in Gigabit Network, USB 2.0, USB Host Connection and slot for optional SD/SDHC card
		PCL6, KPDL3(Post Script 3 compatible), PDF Direct Print, XPS Direct Print and Open XPS emulations
		Auto Emulation Sensing
		USB Memory Printing and Scanning
		Scanning Mode: Color, Grayscale and B&W
		Scan File Format of PDF(High compression, encrypted, PDF/A-1),TIFF, JPG, XPS
		Fax modem speed of 33.6 kbps
		Duplex transmission & reception
		Power consumption copying/printing not more than 800W, Sleep mode 1W
		Steel table with ball caster or Console Type
		With Manufacturer Certificate
		Services: Lifetime Service
		Warranty Period of Spare Parts: One (1) Year or One Hundred Thousand (100,000) copies whichever comes first.
8	Twenty-Seven (27) Pieces	Consumable for Duplicating Machine – Low End: Toner Cartridge (Black) (KYOCERA TK-1175)

2. The total contract price shall be in the amount of Nine Million Four Hundred Nine Thousand One Hundred Eighty-Eight Pesos and 55/100 (**PhP9,409,188.55**), VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Item No.	Quantity	Description	Unit Cost	Total Cost
1	One (1) Unit	Duplicating Machine – High End – Colored (KYOCERA TASKalfa 4053ci)	PhP331,120.00	PhP331,120.00
2	Three (3) Sets	Consumable for Duplicating Machine – High End – Colored: Toner Cartridge	PhP64,600.00	PhP193,800.00

PURCHASE CONTRACT – PHILCOPY CORPORATION
Supply and Delivery of Duplicating Machines and Consumables under ITB No. PB19-05-054COR

		[KYOCERA TK-8349 (YMCK)]		
3	Twenty-Three (23) Units	Duplicating Machine – High End (KYOCERA TASKalfa 5003i)	PhP274,800.00	PhP6,320,400.00
4	Sixty-Nine (69) Pieces	Consumable for Duplicating Machine – High End: Toner Cartridge (Black) (KYOCERA TK-6329)	PhP13,000.00	PhP897,000.00
5	Five (5) Units	Duplicating Machine – Mid End (KYOCERA ECOSYS M3660idn)	PhP170,670.00	PhP853,350.00
6	Fifteen (15) Pieces	Consumable for Duplicating Machine – Mid End: Toner Cartridge (Black) (KYOCERA TK-3195)	PhP8,928.57	PhP133,928.55
7	Nine (9) Units	Duplicating Machine – Low End (KYOCERA ECOSYS M2540dn)	PhP57,510.00	PhP517,590.00
8	Twenty-Seven (27) Pieces	Consumable for Duplicating Machine – Low End: Toner Cartridge (Black) (KYOCERA TK-1175)	PhP6,000.00	PhP162,000.00

PAGCOR and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

- The **SUPPLIER** shall complete the supply and delivery of said item/s within **sixty (60) calendar days** from the date of receipt of the winning **SUPPLIER** of the Notice to Proceed. The **SUPPLIER** shall deliver at the **Imus Warehouse, #363 Bayan Luma VI, Imus Cavite**.
- PAGCOR** shall pay the total amount of Nine Million Four Hundred Nine Thousand One Hundred Eighty-Eight Pesos and 55/100 (**PhP9,409,188.55**), VAT Exclusive, Zero-Rated Transaction, based on the following schedule:

99% of the costs of the items delivered subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in this Purchase Contract.	Nine Million Three Hundred Fifteen Thousand Ninety-Six Pesos and 66/100 (PhP9,315,096.66)
1% Retention of the items delivered to be paid after one (1) year from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).	Ninety-Four Thousand Ninety-One Pesos and 89/100 (PhP94,091.89)

OR

100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for one (1) year from issuance of the IAR.	Nine Million Four Hundred Nine Thousand One Hundred Eighty-Eight Pesos and 55/100 (PhP9,409,188.55)
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5. The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it 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. 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 **SUPPLIER** still fails to deliver the item after the lapse of **thirty (30) calendar days** from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

6. In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
7. 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.
8. No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.
9. The rights or obligations under this Contract are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of the other party.
10. 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.
11. This Contract constitutes the entire contract 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. No waiver of any of the provisions of this 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. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

12. The relationship between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth herein, 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.
13. 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 and all actions or suits between the parties relative to this Contract, 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.
14. The **SUPPLIER** hereby further warrants and represents that:
- a. The goods and specifications shall be described in no. 1 of this Contract.
 - b. It has good title to the goods described in the Bidding Documents, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
 - c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
 - d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **SUPPLIER** liable for 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.
 - e. **PAGCOR** accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.
 - f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
 - g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty security shall be required from the **SUPPLIER** for a minimum period of one (1) year from the date of delivery or acceptance of goods.
 - h. The obligation for the warranty security shall be covered by either retention money or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
 - i. The said amount shall only be released after the lapse of the one (1) year warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.
15. To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:

Form of Performance Security	Amount of Performance Security (Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)
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.	Four Hundred Seventy Thousand Four Hundred Fifty-Nine Pesos and 43/100 (PhP470,459.43)
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 to the contract awarded.	Thirty Percent (30%) Two Million Eight Hundred Twenty-Two Thousand Seven Hundred Fifty-Six Pesos and 57/100 (PhP2,822,756.57)

The Performance Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 20__ at _____.

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

PHILCOPY CORPORATION
TIN: 000-169-318-000

Represented by:


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


Represented by:


FERNANDO F. CORTEZ
Major Accounts Manager
TIN: 123-044-487

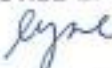
Signed in the presence of:



ARNEL M. PONZALAN
Senior Procurement Officer



PROCUREMENT
DEPARTMENT
19 AUG 07 04:46 PM



PURCHASE CONTRACT - PHILCOPY CORPORATION
Supply and Delivery of Duplicating Machines and Consumables under ITB No. PB19-05-054COR

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of CITY OF MANILA, Philippines, this
16 JUL 2019 day of JUL 2019, 2019, personally appeared:

NAME
FERNANDO F. CORTEZ

Government ID No.
DRIVER'S LICENSE NO3-85-010626
Issue Date: _____
Place of Issue: MAKATI
Validity Period: 12/15/2022

known to me and known to be the same person who execute the foregoing instrument consisting of eleven (11) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc No. Not.
Page No. 74
Book No. LXIX
Office of 2010.


JOEL S. PANER
NOTARY PUBLIC COMMISSION NO. 2018-042
Unit 12 19 MARI A
UNIT A/7M TMR 2 TAFT AVE., MALATE MANILA
Roll No. 44009 15P License No. 2022 15-12-00
PTR No. 79/5882/12 17 18/MANILA
MCLE COMPLIANCE No. VI-001332104-14-2022



ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this AUG 06 2019 day
of _____, 2019, personally appeared:

<u>NAME</u>	<u>Government ID No.</u>
<u>ANDREA D. DOMINGO</u>	PASSPORT NO. P7681573A Issue Date: June 26, 2018 Place of Issue: DFA-Manila Validity Period: June 25, 2028

known to me and known to be the same person who execute the foregoing instrument consisting of eleven (11) pages, including the page where the acknowledgment is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

Doc No. 320
Page No. 64
Book No. II
Series of 2019.

Stephan
STEPHANIE MARIZ C. KHAN
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
OFFICE, NEW WORLD MANILA BAY HOTEL & CASINO
CORRIDOR, 2010 - 054 / UNTIL DEC. 31, 2019
ROLL NO. 70315 (RSP-CHAPTER MANILA IV
MCLE COMPLIANCE 1) / UNTIL 2022
MANILA IV - CHAPTER
PTR NO. 30402402019.11, 2018 - MANILA

[Handwritten signature and stamp area]

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **GENEVIEVE HAO SY**, Corporate Secretary of **PHILCOPY CORPORATION**, a corporation duly organized and doing business and by virtue of the laws of the Philippines, with main office address at Philcopy Building 793 J.P. Rizal Avenue, Poblacion, Makati City, hereby certify:

THAT in a special meeting held on **June 13, 2019**, the **BOARD OF DIRECTORS** of the above-mentioned corporation considered, voted, passed and unanimously approved herein below resolution, to wit:

"BE IT RESOLVED as it is hereby resolved, that **MR. FERNANDO F. CORTEZ**, Major Accounts Manager, is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent **PHILCOPY CORPORATION** and transact business with **Philippine Amusement and Gaming Corporation (PAGCOR)** for the bidding of **Supply and Delivery of Duplicating Machines and Consumables under ITB No. PB19-05-054COR** in behalf of **Philcopy Corporation**.

RESOLVED FURTHER that **MR. EFREN LIM QUIDILLA**, President and/or **MR. FERNANDO F. CORTEZ**, Major Accounts Manager of **Philcopy Corporation** is authorized to sign all contracts and other pertinent documents, as they may be necessary to facilitate the aforesaid."

That the aforesaid Resolution is still subsisting and in force and has not yet been revoked, amended or superseded as of this time.

PHILCOPY CORPORATION

GENEVIEVE HAO SY
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 13 JUN 2019 at MAKATI CITY by Affiant exhibited to me her Driver's License No. N01-97-211351 with expiry date on January 16, 2023, that she is the same person who personally signed before me the foregoing Affiant and acknowledge that she executed the same.

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RUBEN T.M. RAMIREZ
NOTARY PUBLIC
UNTIL DEC. 31, 2020

ISP NO. 05088401-3-19-81
ROLL NO. 28947/AMCLE NO V-30758874-5-2017
PTR NO. MRY 7936572/01-3-19 MAKATI CITY

- Angeles, Makati
- J.P. Rizal Annex, Makati
- Las Pinas
- Ortigas
- SM Mall of Asia
- SM Megawide
- SM North EDSA
- West Triangle

- Angeles
- Cabaatuan
- Cavite
- Dagupan
- La Union
- Legazpi
- Ula
- Lucena
- Manila
- Naga
- Olongapo
- Puerto Princesa
- San City Naga
- Zamboanga

- Marikina, Cebu
- Davao
- Davao
- Tagbilaran, Bohol

- Bataan
- Cagayan De Oro
- Davao
- Kidapawan
- Zamboanga
- Cebu
- SM City Davao Annex
- SM Lungsod Prender
- Tuguegarao
- Zamboanga

info@philcopy.net