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 No. 1869, as amended, with office address at **PAGCOR** Executive Office, Fifth (5th) Floor, New Coast Hotel Manila, M.H. Del Pilar cor. Pedro Gil Streets, Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

-and-

MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at U1202 Paragon Plaza Bldg. 162 EDSA cor. Reliance St., Mandaluyong City, represented in this act by its Sales Associate, **CHARIS-ANN A. GAJULTOS,** duly authorized for this purpose by a Secretary's Certificate dated March 1, 2022 and notarized on March 2, 2022, hereto attached as Annex "A", hereinafter referred to as the **"SUPPLIER"**.

Each of **PAGCOR** or **SUPPLIER** may hereinafter be referred to as a **"PARTY"** and collectively referred to as the **"PARTIES".**

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply, Delivery, Installation, Testing and Commissioning of Web Application Security under ITB No. CB22-02-025COR;

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 February 23, 2022 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:

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TERMS AND CONDITIONS

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

1. The **SUPPLIER** shall undertake the **Supply, Delivery, Installation, Testing and Commissioning of Web Application Security under ITB No. CB22-02-025COR** with the following technical specifications:

ITEM NO.	REQUIREMENTS	QUANTITY / UNIT OF MEASUREMENT (UOM)	BRAND NAME
1	Network Internal and External Vulnerability Management (Validation)	3000 IPs	QUALYS
2	Patch Management (Critical Asset)	1000 IPs	QUALYS
3	Web Application Firewall (WAF)	15 sites	QUALYS
4	Web Application Scanner (WAS)	15 sites	QUALYS
5	Web Application Scanner Appliance (WAF Appliance)	At least 5	QUALYS

Technical Specifications:

1. Integration/ Interoperability	QUALYS
1.1. The Web Application Security solution must be capable of integrating with the existing PAGCOR Security Technologies. **1.2.** The solution must be able to support the existing PAGCOR Virtual Environment.	
2. Network Internal and External Vulnerability Management System Requirements	QUALYS
2.1. Management • Solution must be remotely deployable in physical or virtual appliances or lightweight agents, centrally managed and self-updating • The platform should be accessible directly in the browser with no plugins necessary. It should be intuitive with central management UI • The solution must allow dashboard customization where users can drill down into details and generate reports for teammates and auditors • Provide visual presentation of network with graphical host map • Prioritize remediation by assigning a business impact to each asset • Organize hosts to match the structure of business—e.g., by location, region, and company department • Identify which OS, ports, services, and certificates are on each device on your network • Control which hosts can be scanned by which users • Securely use authentication credentials to log in to each host, database, or web server • Store configuration information offsite with secure audit trails • Automatically generate and assign remediation tickets whenever vulnerabilities are found and can integrate with third-party IT ticketing	

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systems

- Get consolidated reports of which hosts need which patches
- Manage exceptions when a vulnerability might be riskier to fix than to leave alone
- Exceptions can be set to automatically expire after a period for later review
- The solution must address mandates like NIST 800-53 that require Continuous Monitoring for regulatory compliance
- Solution must dynamically tag assets to automatically categorize hosts by attributes like network address, open ports, OS, software installed, and vulnerabilities found
- Ability to track vulnerabilities over time: as they appear, are fixed, or reappear
- The solution must allow integration with third-party IT ticketing systems
- Solution must automatically correlate vulnerabilities and patches for specific hosts, decreasing the remediation response time.
- Solution must allow searching for CVE's and identification of the latest superseding patches.
- Solution must have interactive and template-based reporting.

2.2. Threat Detection and Prioritization

- The solution must pinpoint the most critical threats and prioritize patching
- The solution must continuously correlate external threat data against internal vulnerabilities and flag the IT assets that require immediate remediation
- The solution must have customizable dashboards with dynamic widgets help you see your threat landscape in a holistic, consolidated way. You can drill down on the data, mine it for patterns, slice and dice it, aggregate it in custom reports and represent it graphically.
- The solution must have a correlation capability that can display how many of the IT assets are impacted by each disclosure.
- The solution must allow fine-tuning of feed list by filtering and sorting items according to a variety of criteria.
- The solution must allow admin to create ad-hoc queries with multiple variables and criteria, such as: asset class, vulnerability type and operating system.
- The solution must allow for search results to be further sorted, filtered, and refined.
- The solution must have comprehensive vulnerability information from internal and external sources.
- The solution must prioritize remediation by assigning a business impact to each asset.
- Solution must have integrated Real-time Threat Indicators like Zero-Day, Public Exploit, Lateral Movement, Exploit Kit, etc. to deduce Vulnerability intelligence.

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2.3. Continuous Monitoring

- The solution must continuously monitor the environment and flag traffic anomalies and compromise indicators
- The solution must alert in real time about network irregularities
- The solution must identify threats and monitor unexpected network changes before they turn into breaches.
- The solution must proactively address potential threats whenever new vulnerabilities appear, with real-time alerts to notify admin immediately
- Continuously monitor internal and perimeter for unexpected changes
- Monitor certificates deployed throughout your network—see what's about to expire, which hosts they are used on, what their key size is, and whether they are associated with any vulnerabilities
- See which hosts need updates after Patch Tuesday every month
- The solution must alert in real time about network irregularities by identifying threats and monitoring unexpected network changes

2.4. Asset Management

- Solution must detect and inventory all known and unknown assets that connect to your global hybrid-IT environment – including, on-premises devices and applications, mobile, endpoints, clouds, containers, OT and IoT.
- Solution must detect and catalog all TLS/SSL digital certificates (internal and external facing) from any Certificate Authority.
- Solution must monitor users, instances, networks, storage, databases, and their relationships for a continuous inventory of resources and assets across all public cloud platforms.
- Solution must allow discovery and tracking of container infrastructure across all environments.
- Solution must detect and catalog mobile devices across the enterprise, with extensive information about the device, its configurations, and installed apps.
- Solution must gather detailed information, such as an asset's details, running services, installed software, and more.
- Solution must detect all devices and applications connected to the network including servers, databases, workstations, routers, printers, IoT devices.

2.5 Scanning

- Solution must continuously detect software vulnerabilities with the most comprehensive signature database, across the widest range of asset categories.
- Scan manually, on a schedule, or continuously
- Select target hosts by IP address, asset group or asset tag
- Scan behind your firewall securely with Scanner Appliances
- Scan complex internal networks, even with overlapping private IP address spaces

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- Examine network's vulnerabilities over time, at different levels of detail, instead of just single snapshots
- Scanner device must be a virtual appliance version
- Solution must identify which OS, ports, services, and certificates are on each device on your network
- Solution must assess, report, and monitor security-related misconfiguration issues based on the Center for Internet Security (CIS) benchmarks.
- Solution must assess digital certificates (internal and external) and TLS configurations for certificate issues and vulnerabilities.

2.6. Scanner License

- Solution must support multiple OS
- Solution must allow unlimited scan
- Solution must allow unlimited network discovery maps

3. Web Application Firewall System Requirements	QUALYS

3.1. Management

- The solution can be cloud-based or on-premises.
- Solution shall work seamlessly in public or private cloud environments.
- Solution should be compliant to a high standard, and provide proof of an external audit like FISMA 140-2 (on-premises) OR FEDRAMP (cloud) certification
- Solution must be able to be deployed on a virtual machine and can be portable for redeployment
- Solution must be able to integrate with a web management console and integrate with an API.
- Solution shall be operated in both passive (monitoring) and active (blocking) mode.
- Solution must be able to support configurable error response page or redirection towards a specified location to show customized response pages to the web user when a policy has been violated.
- Solution must provide Role Based Access Control (RBAC) capabilities.
- Solution must ensure 24x7x365 availability of WAF service.
- Solution must be capable of handling IPV4 and IPV6 traffic.
- Solution shall allow integration with WAS with a single console for detection of web application vulnerabilities with minimal false positives, and rapid protection from attacks with WAF.
- Solution shall allow one-click creation of virtual patch rules in WAF to address vulnerabilities discovered by WAS, to rapidly discover and address critical security issues.
- Solution shall allow integration with WAS to scan and evaluate the WAF security policies.
- Solution should ensure compliance and allow protection against OWASP Top 10 web app security risks, including SQL injection, cross-site scripting (XSS), Web Scraping and other browser-based attacks.
- Solution shall give complete visibility into WAF data for continuous

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monitoring, risk assessments and remediation paths by providing detailed security event logs and traffic summary information.

- Solution shall have visual dashboards with summarized website traffic information and trends of security events including when they occurred and where they originated to help infosec team spot unusual patterns.
- Solution shall allow centralized management for application of policies consistently across applications.
- Solution shall support APIs to automate configuration and publish data to other systems in our environment such as SIEM.

3.2. Application Firewall

- Solution must be able to support Web Services.
- Solution must be able to support different policies for different web applications.
- Solution must be able to support both vendor and customer defined rules.
- Solution must be able to continue to work even as the application code is updated.
- Solution must be able to protect insecure applications from 30 Categories of Security Vulnerabilities without the need for code remediation.
- Solution must be able to automatically provide content protection without administrative intervention for all applications covered under it.
- Solution must be able to detect known attacks at multiple levels, i.e. web server software and application-level attacks.
- Solution should be able to accurately distinguish between good and bad traffic. Vendor to provide details how they will do.
- Solution must be able to detect and mitigate the threats and exploits launched against APIs.
- Solution must be able to support different policies for different application section (different security zones within the app).
- Solution must be able to integrate security vulnerabilities found from static and dynamic testing for a holistic view of the security status of applications and projects within an enterprise.
- Solution must be able to take the feed from Vulnerability Scanner and update the WAF policy to counter the security vulnerability daily at application layer.
- Solution must be able to integrate with a defect-tracking system for easy creation of defects for vulnerabilities found from within itself.
- Solution shall help prevent breaches by hardening web applications against current and emerging threats.
- Solution must be scalable to accommodate thousands of web applications.
- The solution must provide automatic vulnerability signature updates.
- Solution must be able to send event details of attacks detected/blocked in real-time to a Security Information & Event Management (SIEM) system and/or the file system.
- Solution shall maintain website uptime by complementing network DDoS defenses with protection from HTTP-based attacks.

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• Solution shall have the ability to block access from prohibited networks and prevent transmission of sensitive content or files. • Solution shall support extensive filtering and dynamic search capabilities to allow infosec team to search for suspicious activity, drill down into threat data and the knowledge base, and gain actionable insights into the threat landscape.	
4. Web Application Scanner System Requirements	QUALYS
4.1. Management • The solution shall have a single interface to identify, manage and fix all web application vulnerabilities and misconfigurations. It shall display scan activity, infected pages, and malware infection trends where users can initiate actions directly from the GUI. • The solution must have a broad threat coverage that will allow detection, identification, assessment, tracking and remediation of the following: OWASP Top 10 risks, WASC threats, CWE weaknesses and web-based CVEs. • The solution must allow automatic load-balancing when scanning multiple applications across a pool of scanners. • The solution shall have a dashboard prioritizing remediation and focusing on the most critical flaws. • The solution must be centrally managed and self-updating. It must support physical, virtual appliance or lightweight agents' deployment. • The solution must have continuous monitoring service to proactively address potential threats whenever new vulnerabilities appear, with real-time alerts to notify admin immediately. **4.2. Scanner** • Solution must provide automated crawling and testing of custom web applications to identify vulnerabilities including cross-site scripting (XSS) and SQL injection. • The scanner must provide complete, accurate and scalable web security to enable assessment, tracking and remediation of web application vulnerabilities. • The solution must allow dynamic deep scan covering all apps and APIs on perimeter, internal networks, and public cloud instances. • The solution shall allow testing of IoT services, mobile apps, API-based B2B connectors using SOAP and REST API scan. • The solution shall detect code security issues, identify, and alert for malware infection including zero-day threats. It shall provide detailed malware infection reports showing the infected code for remediation. • The solution must allow scheduling and setting of scans' start time and duration.	
5. Reporting	QUALYS
5.1. Solution shall address mandates for web application firewalls such as PCI DSS 6.6.	

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5.2. Solution shall have tools for visualization and reporting that include a graphics rich dashboard, interactive insights and detailed information on each threat and ways to address it. **5.3.** The solution must allow tagging of report templates for sharing with other users. **5.4.** The solution must allow scheduling of report creation to get security updates based on the latest scan results and allow sharing with other users.	
6. Solution Certification	QUALYS
6.1. ISO 27001/27017 Information Security **6.2.** CSA Security, Trust & Assurance Registry (STAR) **6.3.** PCI ASV	
7. Deployment, Support and Services	
7.1. Project design, commissioning (delivery, installation, configuration, integration, and testing) **7.2.** Onsite support, phone, and e-mail support • One (1) year - warranty, updates, and support • The winning bidder must provide 24x7 phone supports/web-based (E-mail and Chat) Support during the warranty period. • The winning bidder must provide one (1) hour response time upon receipt of call/notice by acknowledging that there is a PROBLEM, and a resolution must be drawn up by them. If said problem has not been resolved after one (1) hour after acknowledgement, they need to be present on the site for troubleshooting. **7.3.** The winning bidder must provide a procedure on support and problem escalation **7.4.** Provide one (1) year Corrective / Remedial Maintenance and Quarterly Health Check visit from date of acceptance. **7.5.** The winning bidder must provide change management documents (during the support period): • User and system manuals • Technical materials • Documented step-by-step procedure/Playbook **7.6.** Must have local support office located at Metro Manila, Metro Cebu, and Davao for the duration of warranty.	
8. Training	
8.1. The supplier must provide comprehensive (official curriculum) Cybersecurity Training for five (5) infosec staff. **8.2.** The bidder shall provide 1-month access to cyber training platform to simulate at most two (2) real-life cyber scenarios which will enhance the trainees' skills to excellence and push forward their competencies using an online cyber training platform with full coverage of the cyber domain - applications, databases, ICS, and various corporate infrastructures. **8.3.** The training platform should have an innovative approach that is unique in the cybersecurity domain, with a winning combination of immersive simulation, gamification, learning culture and methodology of application security training.	

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8.4. The training platform should simulate a true-to-life enterprise environment, including applications and networking products, vulnerable to various levels of cyber-attacks such as, but not limited to the following:

- Web Application Vulnerabilities
- Reconnaissance and Network Scanning / SQL Injection / Directory Traversal / Local File Inclusion (LFI) / Cross Site Scripting (XSS) / Data Tampering and Bypassing
- Introduction to OS Vulnerabilities
- OS Vulnerabilities / Vulnerability Exploitation / Code Injection / Privilege Escalation

8.5. The technical training programs provide hands-on practice in a safe environment, allowing trainees to experience real-time cyberwarfare, preparing them for their moment of truth.

8.6. The training (conducted by certified engineer/instructor) must be done in the Authorized Training Center/Platform.

8.7. All costs relative to the training shall be at the expense of the winning bidder, including transportation and accommodation of the participants.

9. Other Conditions:

Confidentiality and Non-Disclosure Agreement:

1. During the term of contract with the PHILIPPINE AMUSEMENT AND GAMING CORPORATION (**PAGCOR**) there may be disclosed certain trade secrets, confidential information or proprietary data consisting of but not necessarily limited to:

   - Technical information: Methods, processes, formulae, compositions, systems, techniques, and computer programs which may include but may not be limited to specifications, designs, plans, process flows diagrams, functional descriptions of security systems, security drawings, security software, personal data (protected by the Data Privacy Act of 2012), data protection, marketing data, customer lists, vendor lists or other INFORMATION , which is proprietary to the **PAGCOR** or its affiliated clients.

   - Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans not approved for release to the public.

   - Information disclosed to the **PAGCOR** by third parties, including other governmental agencies, whether or not a confidentiality obligation may exist under contract or statute.

2. The winning bidder agrees that they shall not during, or at any time after contract completion from the **PAGCOR**, use for others, or his/herself or disclose or divulge to others including future employees or staff members, any trade secrets, confidential information, or any other proprietary data of the **PAGCOR** or associated third parties in violation of this agreement.

3. The winning bidder agrees to conform to all **PAGCOR** policies and applicable laws that relate to Information Technology and Data Security.

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4. The winning bidder may not use any **PAGCOR** information, whether or not deemed to be confidential information, for any non-authorized commercial purpose.

5. Unless and until the winning bidder is provided a written release by **PAGCOR** from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall always apply both during the period of conditional access and thereafter.

Other Conditions:

The local vendor or distributor of the brand being offered should have at least one (1) certified engineer to do the installation and configuration.

The **SUPPLIER** must have at least one (1) senior certified Project Management Professional (PMP) with at least three (3) years' experience in project management. The PMP should be currently employed and holds a PMP certificate.

Period for correction of defective item/s:

One hundred twenty (120) working days from receipt of **PAGCOR** notice.

2. The total contract price shall be in the amount of **One Million Six Hundred Eighty-Seven Thousand Four Hundred Fifty Pesos (PhP16,575,000.00), VAT Exclusive, Zero-Rated Transaction.**

   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.

3. The **SUPPLIER** shall complete the supply, delivery, installation, testing and commissioning of said items within **one hundred fifty (150) working days** from the date of receipt of the **SUPPLIER** of the Notice to Proceed. The subscription shall commence upon the installation of the license. The **SUPPLIER** shall deliver at the **PAGCOR Main Corporate Office, 10/F IT Department, IMET BPO Tower 1, Metropolitan Park, Macapagal Blvd., Pasay City**.

4. **PAGCOR** shall pay the total amount of **Sixteen Million Five Hundred Seventy-Five Thousand Pesos (PhP16,575,000.00), 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 the PO.	Sixteen Million Four Hundred Nine Thousand Two Hundred Fifty Pesos **(PhP16,409,250.00)**

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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).	One Hundred Sixty-Five Thousand Seven Hundred Fifty Pesos **(PhP165,750.00)**

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.	Sixteen Million Five Hundred Seventy-Five Thousand Pesos **(PhP16,575,000.00)**

5. The **SUPPLIER** shall complete the supply, delivery, installation, testing and commissioning of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the contract and impose appropriate sanctions over above the liquidated damages to be paid.

   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.

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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 **one hundred twenty (120) working days** upon receipt of notice. Should the **SUPPLIER** fail to replace the same within the agreed period, the **SUPPLIER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **SUPPLIER** or collected from any securities or warranties posted by the **SUPPLIER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the contract and impose appropriate

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sanctions over and above the liquidated damages to be paid by the **SUPPLIER**, without prejudice to other courses of action and remedies open to it.

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 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 (Not less than the Percentage of the Total Contract Price)
(a)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	**Five Percent (5%)** Eight Hundred Twenty-Eight Thousand Seven Hundred Fifty Pesos (PhP828,750.00)
(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 specific to the contract awarded.	**Thirty Percent (30%)** Four Million Nine Hundred Seventy-Two Thousand Five Hundred Pesos (PhP4,972,500.00)

In case the **SUPPLIER** posted a Bid Security in the form of Cash, Cashier's or Manager's Check, the same may be utilized as additional payment to complete the amount of the performance security.

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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.

16. Confidentiality and Non-Disclosure Agreement:

    2. During the term of contract with the PHILIPPINE AMUSEMENT AND GAMING CORPORATION (**PAGCOR**) there may be disclosed certain trade secrets, confidential information or proprietary data consisting of but not necessarily limited to:

        - Technical information: Methods, processes, formulae, compositions, systems, techniques, and computer programs which may include but may not be limited to specifications, designs, plans, process flows diagrams, functional descriptions of security systems, security drawings, security software, personal data (protected by the Data Privacy Act of 2012), data protection, marketing data, customer lists, vendor lists or other INFORMATION , which is proprietary to the **PAGCOR** or its affiliated clients.

        - Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans not approved for release to the public.

        - Information disclosed to the **PAGCOR** by third parties, including other governmental agencies, whether or not a confidentiality obligation may exist under contract or statute.

    2. The winning bidder agrees that they shall not during, or at any time after contract completion from the PAGCOR, use for others, or his/herself or disclose or divulge to others including future employees or staff members, any trade secrets, confidential information, or any other proprietary data of the PAGCOR or associated third parties in violation of this agreement.

    3. The winning bidder agrees to conform to all **PAGCOR** policies and applicable laws that relate to Information Technology and Data Security.

    4. The winning bidder may not use any **PAGCOR** information, whether or not deemed to be confidential information, for any non-authorized commercial purpose.

    5. Unless and until the winning bidder is provided a written release by **PAGCOR** from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall always apply both during the period of conditional access and thereafter.

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IN WITNESS WHEREOF, the parties have signed these presents on this _____day of _____, 2022 at_____.

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

Represented by:

ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
TIN: 114-275-668-000

MICROGENESIS SOFTWARE INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS
TIN: 000-342-262-000

Represented by:

CHARIS-ANN A. GAJULTOS
Sales Associate
TIN: 421-079-456.

Signed in the presence of:

ROWENA B. DIZON
Senior Procurement Officer

MARILYN M. BARBECHO

TANER\PD
RECEIVED BY

ROSS SHERWIN DE CLARO

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 SEP 26 2022 day of SEP 26 2022, 2022, personally appeared:

NAME	GOVERNMENT ID NO.
CHARIS-ANN A. GAJULTOS	Unified Multipurpose ID CRN-0111-1483875-6

known to me and known to be the same person who execute the foregoing instrument consisting of seventeen (17) pages, including the page whereon 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. 102;
Page No. 21;
Book No. 102;
Series of 2022.
MCLE Compliance No. _____

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila
Notarial Commission No. 2020-033 Extended 12-31-2022 Manila
(Under Supreme Court E.M. No. 3795 Extended from July 1 to Dec. 31, 2022)
IBP No. 166318 Issued on Oct. 25, 2021 Until Dec. 31, 2022 Pasig City
PTR No. 0097472 Issued on Jan. 3, 2022 Until Dec. 31, 2022 Manila
Roll No. 68731 Issued on May 29, 2017
MCLE No. VII-0011575 Issued on March 1, 2022 Valid Until April 14, 2025
2/F Midland Plaza Hotel, Adriatico St., Ermita, Manila

ROSS SHERWIN DE CLARO

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this 06 OCT 2022 day of _____, 2022, personally appeared:

NAME	GOVERNMENT ID NO.
ALEJANDRO H. TENGCO	DRIVERS LICENSE NO.: C07-80-010075 Valid Until: September 10, 2023

known to me and known to be the same person who execute the foregoing instrument consisting of seventeen (17) pages, including the page whereon 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. 192;
Page No. 40;
Book No. V;
Series of 2022.
MCLE Compliance No. _____

MICHELLE M. YU
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
Comm. No. 2021 - 013 Issued on 02-9-2021 Until 12-31-2022. Manila
PTR No. 0162122 Issued on 01-10-2022 Until 12-31-2022. Manila
Roll No 70315 / IBP No 169230 Issued on 01-02-2022 Manila Chapter IV
MCLE No VII-0006108 Issued on 12-16-2021 Valid Until 4-14-2025

ROSS SHERWIN DE CLARO

CORPORATE SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, Paul Cornelius Castillo, of legal age, Filipino, with office address at 6th Floor I-Care Building, 167 Legaspi Street, Legaspi Village, Makati City, after having been duly sworn in accordance with law, do hereby depose and say that:

I am the corporate secretary of MICROGENESIS SOFTWARE, INC. doing business under the name and style of MICROGENESIS BUSINESS SYSTEMS, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Unit 1202 Paragon Plaza Bldg., 162 EDSA corner Reliance St., Mandaluyong City.

At a special meeting of the Board of Directors of the Corporation on March 01, 2022, the following Resolution was approved and adopted:

"RESOLVED, that the Corporation is hereby authorized to participate in the bid by the **PHILIPPINE AMUSEMENT AND GAMING CORPORATION** for the **SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF WEB APPLICATION SECURITY** under **ITB NO. CB22-02-025COR.**

RESOLVED, further, that any of the following person/s, while acting in his/her/their official capacity/ies, is/are authorized to represent, negotiate, execute, bind and/or sign for and on behalf of the Corporation documents and other papers as may be required under the foregoing:

Name	Position	Signature
Marilyn M. Barbecho	AVP Sales	
Charis-Ann A. Gajultos	Sales Associate	
Janice S. Esteban	Sales Assistant	

"

The foregoing has as of date not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this 2 March 2022 in Makati City, Philippines.

Paul Cornelius T. Castillo
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 2 March 2022 at Makati City, Philippines. Affiant is personally known to me.

Witness my hand and seal this 2 day of March 2022.

Doc. No. 5
Page No. 1
Book No. I
Series of 2022.

JOVEN JOBERT S. DUMLAO
Notary Public, City of Makati
Appointment No. M-014, until 31 December 2023
Dumlao and Castillo Law Offices
6th Floor I-Care Building, 167 Legaspi St., Makati
jsjpt@jdpclaw.com
PTR No. 8852056 03 Jan 2022, Makati City
IBP No. 171462 03 Jan 2022, Makati Chapter
Roll of Attorneys No. 59771
MCLE Compliance No. VI-0017646, 19 [illegible]

REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID

CRN - 0111-1403875-6

SURNAME GAJULTOS

GIVEN NAME CHARIS-ANN

MIDDLE NAME ARGILLA

SEX FEMALE

DATE OF BIRTH 1991/08/06

ADDRESS
BL L9 AGUAHAN 2 VILL BAGUMBAYAN
TAGUIG CITY NCR PHL 1632

MICROGEN

CERTIFIED TRUE COPY