

**MEDIA PRODUCTION SOFTWARE COLLECTION
SUBSCRIPTION CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This Subscription Contract (hereinafter referred to as Contract) made and entered into this 12th day of October 2022, Makati City, Metro Manila, Philippines, by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83, with office address at 7907 Makati Ave., Salcedo Village, Brgy., Bel-Air, Makati City, represented herein by **EDHONA C. TANTUAN**, Chief Counsel of Office of the Commission Secretary, duly authorized to sign this contract under SEC Office Order No. 374 series of 2022, copy of which is hereto attached as annex "A", hereinafter referred to as the "**SEC**";

and

YNZAL MARKETING CORPORATION corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at 20 Scout Limbaga St., Quezon City represented herein by **HAIDEE S. VILLARUBIA** hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the SEC Bids and Awards Committee (BAC) posted the Request for Quotation (RFQ) No. 2022-SSAWETMS-75 for **Media Production Software Collection** at SEC websites;

WHEREAS, the quotation of the SUPPLIER, in the amount of Three Hundred Twenty-Nine Thousand Five Hundred Pesos (Php 329,500.00) was accepted by the BAC;

WHEREAS, pursuant to the provisions of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, the Notice of Award was issued to the SUPPLIER on September 29, 2022;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. **SCOPE OF SERVICES.** Supplier shall provide above-mentioned items in the project.
2. **PERIOD OF DELIVERY:** Supplier shall deliver the provide above-mentioned items seven (7) calendar days upon receipt of approved PO/NTP.

3. **CONTRACT PRICE AND TERMS OF PAYMENT:** SEC shall pay the Supplier the amount of **Three Hundred Twenty-Nine Thousand Five Hundred Pesos (Php 329,500.00)** inclusive of taxes, within thirty (30) calendar days from the date of full delivery, inspection, and acceptance by SEC.
4. **RENEWAL OF SUBSCRIPTION:** SEC reserves the right to renew the subscription with the Supplier, upon negotiations between the parties and subject to the satisfactory render of service by the Supplier.
5. **INDEMNIFICATION:** The Supplier shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by the Supplier; (ii) any modification of the Licensed Software by a party other than the Supplier; and (iii) Licensee's failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by the Supplier.
6. **TERM OF CONTRACT AND TERMINATION:** This Contract is effective for a period of one year until terminated by either party upon 30-day notice on the following grounds:
 - 6.1 If a party breaches any of the provisions of this Contract;
 - 6.2 If a law or order, regulation or administrative policies having the force of law is duly issued by the National Government or its instrumentalities which prohibit the use or appointment of contracting parties or agents within the territorial boundary of the country where this contract is in effect.

7. GENERAL CONDITIONS:

- 7.1 All deliveries/undertaking shall be subjected to inspection by SEC.
- 7.2 Any amendment, modification, or alteration to this Contract shall be in writing and signed by both parties.
- 7.3 In the event of any dispute arising out or related to this Contract, the same shall be settled amicably by mutual consultation between the parties. However, in case the parties still fail to settle their dispute, the parties agree to bring the same exclusively before the court of proper jurisdiction in the City of Makati.
- 7.4 No failure, omission, or delay by any of the parties in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. Any waiver, however, shall not be valid unless made in writing and signed by the parties or their authorized representative, and such waiver shall be effective only in the specific instance and the purpose for which it was given.
- 7.5 This Contract contains all covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has authority to make any statement, representation, promise, or agreement not set forth herein of which the parties shall not be bound by or be liable for.

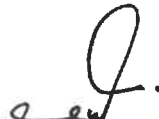
IN WITNESS WHEREOF, the parties have caused this contract to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

**SECURITIES & EXCHANGE
AND COMMISSION ("SEC")**
T.I.N.: 000-190-308-000

YNZAL MARKETING CORPORATION
("SUPPLIER")
T.I.N.:

Signing for, and on Behalf of the Chairperson;

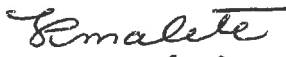
By:


EDHONA C. TANTUAN
Chief Counsel, OCS
TIN:

By:


HEIDEE S. VILLA RUBIA
Authorized Representative
TIN:

Signed in the Presence of Witnesses


REA ROSARIO G. MALITE
WITNESS

WITNESS

Certified Funds Available:


DONDIE ESGUERRA
Director, FMD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY } S.S.

04 OCT 2022

BEFORE ME, This _____ day of _____ 2022 personally appeared the following:

HAIDEE S. VILLARUBIA

TIN: 749 - 079 - 006 - 000

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

I further certify that this instrument refers to a Contract Agreement for the **Media Production Software Collection** and all its Annexes and sealed with my notarial seal.

Doc. No. 323
Page No. 64
Book No. LXVII
Series of 2022

NOTARY PUBLIC
R. Cortez
ATTY. RYAN C. CORTEZ
Notary Public
Until December 31, 2022
PTR No. 2564877, 01/17/2022 QC
IBP No. 179355/02/15/2022
Admin Matter No. AP-071
Roll No. 73112
MCLB Comp. No. VI-0030568
TIN - 449 - 218 - 131 - 000

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
CITY OF MAKATI } S.S.

BEFORE ME, this 12th day of October 2022 personally appeared the following:

EDHONA C. TANTUAN

TIN:

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

I further certify that this instrument refers to a Contract Agreement for the **Media Production Software Collection** and all its Annexes and sealed with my notarial seal.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022.


Atty. JASMINE CHARO L. CALAYGAY-ATIENZA
Administering Officer
Asst. Commission Secretary
Securities and Exchange Commission
Republic of the Philippines