

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 18th day of November, 2019, in Manila Ocean Park, behind Quirino Grandstand, Luneta, Manila, by and between:

PHILHEALTH REGIONAL OFFICE - NCR, legally organized under the laws of the Philippines, with its office address at VCP Building, 68 Kalayaan Avenue, Teacher's Village West Quezon City duly represented by its Vice President, Ms. Gilda Salvacion A. Diaz herein referred to as "**PHILHEALTH**".

-and-

CHINA OCEANIS PHILIPPINES INC. (MANILA OCEAN PARK), a corporation duly registered in accordance with the laws of the Republic of the Philippines, with principal place of business located at Manila Ocean Park Complex, behind Quirino Grandstand, Luneta, Ermita, Manila and represented herein by Vice President for Sales and Marketing Ms. Armi Cortes and Executive Vice President and COO, Mr. Francis Low, herein referred to as "**MOP**".

Whereas both parties agree to hold the **ONE PHILHEALTHY: TEAM DAY** on November 23, 2019. The Special Program will be define commitment upon signing of this agreement (the "Contract") by both parties.





However, between now and November 18, 2019 unless both parties have agreed upon and fully executed this Contract, should another customer request the function space and be in a position to sign an agreement immediately with MOP, we will advise You, and You will have five (5) business days to sign this Contract and confirm the arrangements on a definite basis or MOP may at its option enter into an agreement with another customer.

If this Contract is not fully executed by November 18, 2019 the Lease of Venue with meals (Money Voucher worth 200/head) held pursuant to this proposal may be automatically released.

FUNCTION SPACE/SCHEDULE OF EVENTS

This Contract applies to the following events and function space: **Acquatica Area and Greenbelt Area**

| DAY/ DATE | Function Description | Set-up Time | Start Time | End Time | Minimum Guaranteed Number of Pax | Package (Php) Nett |
|--------------|--------------------------------|----------------|----------------|-------------|--|-----------------------|
| 11/23/19 | ONE PHILHEALTHY TEAM DAY | 07:00:00 AM | 09:00:00 AM | 05:00:00 PM | 3336 | P2,335,200 |


1
  

Summary of Inclusions:

1. Basic Sound System
2. Basic Stage Set-up
3. Registration Booth and set-up of the Venue
4. Money Voucher worth 200/head (Total of P667,200)
5. Free Welcome Banner
6. Free Corporate DSR Ticket (6 Attractions) – Oceanarium, Sealion Show, Jellies Dancing Sea Fairies, The Barnyard , The Birdhouse and World of Creepy Crawlies
7. Free Twelve (12) VIP Car Parking Passes

SERVICE & LABOR CHARGES

Additional labor charges may apply for additional services requested, event changes made less than 48 hours in advance or for extraordinary cleaning required by use of glitter, confetti or similar items.

Help Desk will be provided by Manila Ocean Park that will be manned by MOP Corporate team. Additional participant should be finalized at least one (1) week before the event, which is November 18, 2019.

PAYMENT SCHEDULE

Full amount of **TWO MILLION THREE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED PESOS ONLY (P2,335,200)** should be paid/cleared **15 days after the actual date of event**, which is **November 23, 2019**. Payment can be made thru cash or check payable to CHINA OCEANIS PHILIPPINES INC.

TICKET USE

This Agreement, shall be used only for the client and the purpose for which it is intended and shall not be resold to any third person online or by any other means, without the prior written permission of Manila Ocean Park. Any attraction ticket/wristband purchased by PHILHEALTH and/or its employees and resold illegally shall be invalidated and not be honored by Manila Ocean Park, and will be subject to confiscation, without any obligation whatsoever on the part of Manila Ocean Park to refund, return and/or replace the tickets or its equivalent value. Further, any violation of the prohibition against reselling shall be grounds for termination of this Agreement without prejudice to any legal action that can be filed by Manila Ocean Park against the person



and/or employee violating the same

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Manila Ocean Park property must be supplied and prepared by the MOP's accredited caterer and may not be removed from MOP property.

PARKING

The Manila Ocean Park has parking available as follows:

Self-parking PHP 90.00 flat rate - cars and small vehicles.

PHP 120.00 flat rate for the bus.

Show company ID policy.

MINIMUM REVENUE GUARANTEE AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Contract will generate revenue for MOP from a variety of sources, including food and beverage charges, attraction tours, and other charges for additional services that would be incurred by individual guests and by you. In the event that you do not fulfill all of your commitments or cancel in its entirety this Contract, MOP will suffer damages that will be difficult to determine. The parties agree that the Minimum Revenue Guarantee and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the MOP's losses and do not constitute a penalty of any kind.

MINIMUM REVENUE GUARANTEE

MOP is relying on, and you agree to provide, a minimum of **TWO MILLION THREE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED PESOS ONLY (P2,335,200)** Lease of Venue with meals (Money Voucher worth 200/head) minimum revenue ("Minimum Revenue Guarantee"), which is inclusive of Tax, Gratuity or Service Charge.

Should you fall below this amount, you will be responsible for the difference between the amount of revenue achieved and the Minimum Revenue Guarantee.

CANCELLATION

If you elect to cancel this Contract for any reason other than a termination for cause or Force Majeure, you agree to provide written notice to MOP accompanied by the payment indicated in

the following scale:

From 7 days prior to event date ...50%

From 3 days or less prior to event date... 100%

If such payment does not accompany your cancellation notice, the amount owed by you shall be determined in accordance with the scale above by using the date the payment is actually made by you to MOP, rather than the date you provided cancellation notice to MOP. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by MOP and include consideration of the possibility of MOP's ability to mitigate its losses through resale. Applicable tax and gratuity will be added to the damages set forth above.

SECURITY AND CONDUCT OF EVENT

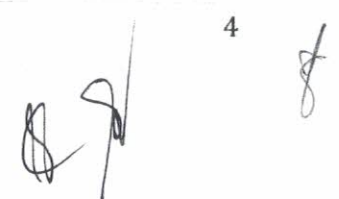
MOP does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. You agree to advise your attendees and guests that they are responsible for safekeeping of their personal property. Any security personnel retained by you or required by MOP must be at your own expense and from a licensed security company that meets the minimum standards established by MOP. The MOP reserves the right to inspect and control all private functions. You are responsible for any damage to MOP/or MOP property caused by your attendees, vendors, contractors or agents.

FORCE MAJEURE

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for MOP to provide the facilities and/or services for your event or meeting. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members, participants or attendees (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.



LIMITATION ON PUNITIVE DAMAGES

The parties hereby agree that neither party shall be liable for any punitive damages.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration conducted in accordance with the rules of the laws of the Philippines in which MOP is located. The arbitration award will be enforceable in any Regional Trial Courts in the Philippines. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including arbitration fees. In addition, you shall be responsible for payment of attorneys' fees and interest associated with MOP's efforts to collect monies owed under the terms of this Contract.

COMPLIANCE WITH LAWS AND MANILA OCEAN PARK RULES AND POLICIES

Group agrees to comply with all applicable laws and MOP rules and policies governing the Contract and event.

ASSIGNMENT

You agree that you may not assign any interest, rights or duties under this Contract to any other person or entity without MOP's prior approval.

SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

SIGNATURE

This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in writing signed by Manila Ocean Park and you. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.



REPRESENTATION AND WARRANTIES


PHIL HEALTH represents and warrants that:

- a. It is a corporation organized and existing in accordance with the laws of the Republic of the Philippines, and has the requisite capacity to enter into and perform all its undertaking under this Agreement and all transactions contemplated herein;
- b. The signatory is duly authorized to sign in behalf of **PHILHEALTH** and to bind the latter under this Agreement.
- c. It has all the licenses and permits necessary to perform its obligations under this Agreement.
- d. This Agreement and all other contracts and instruments contemplated herein shall be legal, valid and binding agreements, and enforceable against the Parties; and
- e. The execution, delivery and performance of this Agreement will not conflict with its Articles of Incorporation and By-Laws, or with any law, order, judgment, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement, instrument or indenture to which it is a party or by which it is bound.

The undersigned represent that they are authorized to sign and enter into this Contract.

ACCEPTED and AGREED TO:

PHIL HEALTH REGIONAL OFFICE:


Ms. Gilda Salvacion A. Diaz
Vice President

**CHINA OCEANIS PHILIPPINES INC.
MANILA OCEAN PARK:**



Ms. Armi Cortes
Vice President, Sales and Marketing


Mr. Francis Low
Executive Vice President/COO

-WITNESS-



Ann Isles, Corporate Account Executive



Mary Joyce Tarroza, Head of Sales

A C K N O W L E D G M E N T

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

On this _____ day of _____, 2019 at _____, Philippines,
personally appeared before me the following:

| <u>Name</u> | <u>Valid I.D. No.</u> | <u>Date/Place of Issue</u> |
|--------------------------------|-----------------------|----------------------------|
| <u>Armi H. Cortes</u> | | |
| <u>Francis Low</u> | | |
| <u>Gilda Salvacion A. Diaz</u> | | |

known to me and to me known to be the same persons who executed the foregoing AGREEMENT and who acknowledge to me that the same are their free act and voluntary deed as well as the free act and voluntary deed of the corporation/partnership which they represent.

The foregoing instrument refers to an AGREEMENT consisting of ____ (____) pages, including this page wherein this Acknowledgment is written and its annexes and signed by the parties hereto on each and every page hereof.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.