

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") executed by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating under Republic Act No. 7916, as amended, with office address at 10th Floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **TERESO O. PANGA**, who is duly authorized, hereinafter referred to as "**PEZA**",

-and-

QSWEEP TECH SERVICES CORPORATION, a corporation duly registered in accordance with Philippine laws, with principal address located in Unit 1101 Prestige Tower Condominium, F. Ortigas Jr. Avenue, Ortigas Center Pasig, herein represented by its Chairman, **JOHN B. ECHAUZ**, who is likewise duly authorized, hereinafter referred to as "**QSWEEP**".

PEZA and QSWEEP shall each be referred to herein as a "Party" and collectively as "the Parties".

-WITNESSETH-

WHEREAS, PEZA, is the government agency mandated to operate, administer, manage and develop special economic zones in the Philippines, in accordance with Republic Act No. 7916, otherwise known as "The Special Economic Zone Act of 1995", as amended;

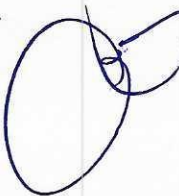
WHEREAS, QSWEEP owns the website, PHX, a directory-based business-to-business ("B2B") platform that will be used to market all Philippine exporters to foreign companies seeking export-related information on Philippine products (goods and services);

WHEREAS, QSWEEP represents that it possesses the qualifications and expertise, including having already designed and built the system, benchmarked against several of the world's leading B2B platforms, and the experience of its team and company in building directory-type listing services for various sectors;

WHEREAS, on 29 May 2024, the Department of Trade and Industry (DTI) and QSWEEP executed a Memorandum of Agreement to establish a partnership to develop and operate the PHX platform, aimed at promoting all export-oriented businesses and indirect exporters for foreign markets;

WHEREAS, the Parties enter into this Agreement to provide a framework for cooperation in order to enable PEZA-Registered Business Enterprises ("PEZA-RBEs") to avail of the benefits, features and services offered by QSWEEP through the PHX platform;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties hereto have agreed, and do hereby agree, as follows:



**ARTICLE I
GENERAL PROVISIONS**

The objective of this Agreement is to explore potential areas of collaboration between the Parties in promoting PEZA-RBEs and facilitating connections between foreign and domestic companies and PEZA-RBEs through the PHX platform.

**ARTICLE II
DUTIES AND OBLIGATIONS OF QSWEET**

QSWEET shall undertake the following duties and obligations:

- a. To operate and maintain the PHX platform;
- b. To assist PEZA in marketing the Locators;
- c. To provide a complete listing of PEZA-RBEs and their products in the PHX platform, specifically targeting foreign companies and entities seeking goods and services that are available for export from the Philippines;
- d. To allow PEZA locators the use of the PHX platform free of charge except for value added services as stated in this Agreement and/or any related agreement entered into for that purpose;
- e. To set up basic microsites for the PEZA-RBEs, free of charge;
- f. To offer value-added services to PEZA-RBEs within the PHX platform, such as targeted promotion and marketing, website development, premium microsites, videography and photography (product and corporate headshots), social media content and management and content management, and digital advertising, subject to applicable subscription fees to be paid by the PEZA-RBE;
- g. To use the revenue generated from value-added services for operating the PHX platform and providing marketing support to PEZA-RBEs listed on the platform;
- h. To provide marketing support to listed entities in the PHX platform, such as, but not limited to, featuring their products in PHX advertisements and marketing activities, handling product/party inquiries customer support, to PEZA-RBEs listed in the PHX platform;
- i. To provide PEZA all data/analytics generated on the PHX platform that can serve as a tool in policy-making, industry development, investment and export marketing efforts;
- j. To assist PEZA in promoting its programs and services on the PHX platform, free of charge;
- k. To allow PEZA access to user access tools through the PHX platform, free of charge;
- l. To process and/use any information of the PEZA-RBEs strictly in accordance with the purpose and terms of this Agreement, the user Agreement, privacy policy and data protection found in the PHX platform;

- m. To maintain the system and operability of the PHX platform;
- n. To ensure the integrity and safety of the platform by establishing systems for maintenance and security of the platform, backend support, escalation procedures in cases of disputes, issues, disruptions or breaches; and
- o. To ensure that all the legal requirements needed, if any, in the operation of the platform are secured and complied with;
- p. To ensure that the user Agreement, privacy policy, and data protection policies found in the PHX platform, are compliant with pertinent laws and regulations, and are aligned with PEZA's mandate and its rules and regulations and provide PEZA a copy of these Agreements and policies for the Parties' common reference; and
- q. To ensure that PEZA and PEZA-RBEs will have seamless access to the PHX system in the event that QSWEEP turns over to DTI the responsibility for operating PHX platform.

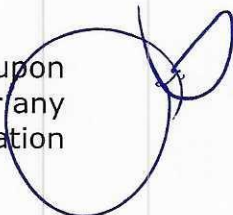
ARTICLE III
DUTIES AND OBLIGATIONS OF PEZA

PEZA shall undertake the following duties and obligations in this Agreement, subject to its mandate, budget, other resources and the limitations set forth under applicable laws, rules and regulations:

- a. To officially endorse, on a non-exclusive basis, QSWEEP as one of its partners in promoting and marketing all PEZA locators through the PHX platform;
- b. To officially endorse, on a non-exclusive basis, the PHX platform to PEZA locators and foreign buyers through information campaigns;
- c. To provide the list of PEZA locators to QSWEEP to allow the latter to onboard the PEZA locators to the PHX platform subject to the Data Privacy Act, its Implementing Rules and Regulations and National Privacy Commission issuances where applicable; and
- d. To provide necessary assistance and support to QSWEEP in promoting and marketing the PHX platform, including through information sessions, advisories to PEZA-RBEs, and coordination with relevant stakeholders.
- e. Designate the PEZA - Promotion and Press Relations Group as the focal point person in PEZA to liaise with QSWEEP and monitor the implementation of this project.

ARTICLE IV
NON-EXCLUSIVITY

Nothing in this Agreement shall be construed as giving to or conferring upon QSWEEP any right to carry on its business or undertakings in or for PEZA and/or any of PEZA's stakeholders to the exclusion of third parties. PEZA is under no obligation to engage and/or offer the services of QSWEEP to any of its stakeholders.



**ARTICLE V
LIABILITY**

QSWEEP shall keep, save and hold PEZA, its directors, officers, employees, successors and assigns free and harmless from all liabilities, penalties, losses, damages, costs, expenses, causes of action, claims, and/or judgments arising out of or by reason of any injury or liability caused by any person or persons from any cause or causes whatsoever relating to the observance and/or implementation of this Agreement.

QSWEEP shall indemnify PEZA, its directors, officers, employees, successors and assigns against such liabilities, penalties, losses, damages, costs, expenses, causes of action, claims, and/or judgments arising out of or by reason of this Agreement. The obligation of QSWEEP under this provision shall survive the termination of this Agreement.

Following the termination or expiration of this Agreement, PEZA shall not be held liable for any actions, obligations, or liabilities related to the operation, management, or use of the PHX platform by QSWEEP or any third parties.

**ARTICLE VI
COSTS**

Any charges or expenses incurred by any Party in the observance and implementation of this Agreement shall be for its own account.

**ARTICLE VII
DATA PRIVACY**

The Parties shall comply with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012", and all other relevant laws and regulations to ensure the protection of personal data and information obtained pursuant to this Agreement. The Parties shall treat as confidential all data and information obtained pursuant to this Agreement and shall not disclose, or cause or permit to be disclosed, to any person or entity the confidential information without the prior written consent of the party that owns or controls the data/information. The Parties shall implement appropriate organizational, physical, and technical measures to protect confidential information from unauthorized access, disclosure, alteration, or destruction.

The Parties shall respect and uphold the rights of data subjects, including but not limited to the right to access, correction, erasure, and objection, as provided under the Data Privacy Act of 2012. The Parties shall establish procedures to promptly address any data subject requests or complaints related to data privacy. In the event of a data breach, the Parties shall promptly notify each other and take immediate steps to mitigate the impact of the breach.

Further to the above commitments and in accordance with the applicable laws, rules and regulations, QSWEEP commits to:

- a. Not subcontract the processing of any information or transfer data to another country without prior written authorization or consent from the PEZA and/or the PEZA-RBEs; and

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- b. Maintain a valid and current registration of its data privacy system with the National Privacy Commission (NPC) within a reasonable timeframe following the implementation of the relevant requirements under the Data Privacy Act of 2012, its IRR, and NPC issuances that may be issued during the term of this Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 1. Proper Authorization - The Parties to this Agreement are respectively represented by their responsible officers duly empowered by proper authorizations.

Section 2. Relationship of the Parties - The Parties enter into this Agreement as independent entities and nothing herein shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties.

All QSWEEP employees who shall be assigned to perform services pursuant to this Agreement at any established, owned and/or managed PEZA Economic Zones shall be considered employee of QSWEEP only and will not be considered an agent or employee of PEZA for any purpose.

Section 3. Publicity and Use of Names and Corporate Identifiers - No Party shall make use of this Agreement, or use the other Party's name or that of any of its officers, employees or staff or the other Party's corporate identifiers such as but not limited to trademarks, trade names, and logos for publicity, advertising or other commercial purposes, without the prior written approval of the other Party.

Section 4. Execution of Contract - The Parties shall enter into such appropriate contract as may be necessary and/or required by existing laws to carry out the intent of this Agreement.

Section 5. Term and Effectivity - This Agreement shall take effect upon signing of the Parties and shall remain in full force and effect for a period of five (5) years, unless sooner revoked, cancelled, or extended by mutual Agreement of the Parties in writing, subject to annual review.

Section 6. Termination and Continuity - the termination of this Agreement shall be documented in writing and signed by authorized representatives of both Parties.

6.1. The Parties may terminate this Agreement in writing, in whole, or in part, at any time for its convenience if the existence of conditions is determined to cause the Agreement implementation to be economically, financially, technically impractical and/or unnecessary, such as, but not limited to fortuitous event/s or changes in law and national government policies or for any justifiable cause.

6.2. Before the termination of this Agreement, discussions shall be initiated by the Party proposing termination at least thirty (30) calendar days from intended effectivity of the termination. Both Parties shall engage in good faith negotiations to reach mutual Agreement on the terms and conditions of termination.

6.3. If the Agreement is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress.

6.4. In the event of termination of this Agreement, the operation and management of the PHX platform shall continue independently. The user policy and Agreement of the PHX platform may be updated, and users shall be notified accordingly, with the option to maintain or remove their listings.

In the event that QSWEEP turns over the responsibility for operating the PHX platform to DTI, QSWEEP shall ensure that PEZA and PEZA-RBEs have unrestricted, seamless and cost-free access to the PHX system, subject to PEZA's mandate and applicable legal restrictions. QSWEEP will ensure that the PHX system, as turned over to DTI, is fully accessible to PEZA and PEZA-RBEs and that all necessary arrangements are in place for the smooth transition of operations and access to the PHX platform.

Section 7. Dispute Resolution - Any dispute arising or in connection with this Agreement shall be amicably settled by the Parties through any of the applicable alternative modes of dispute resolution.

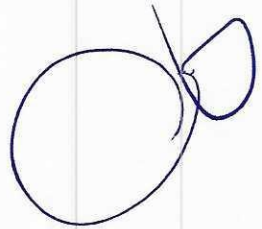
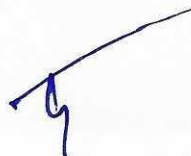
Section 8. Venue- The Parties hereto agree that any court action arising out of this Agreement shall be filed exclusively with the proper court in the City of Pasay.

Section 9. Construction - This Agreement and the corresponding rights, duties and obligations of the Parties hereunder shall be construed and interpreted in accordance with Philippine laws including applicable policies, rules and regulations.

Section 10. Entire Agreement - This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and there are no other promises or conditions in any other Agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the Parties with respect to the subject matter of this Agreement.

Section 11. Amendment - Any modification of this Agreement, in whole or in part, shall be valid only upon the execution of a written instrument duly signed by both Parties.

Section 12. Separability Clause - In case any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect, the provisions not affected by the said declaration shall remain valid, legal and enforceable.



IN WITNESS WHEREOF, the Parties hereto have signed these presents this
_____ of 19 NOV 2024 at Pasay City, Philippines.

**PHILIPPINE ECONOMIC ZONE
AUTHORITY
(PEZA)**

**QSWEET TECH SERVICES
CORPORATION
(QSWEET)**

By:

By:


TERESO O. PANGA
Director General


JOHN B. ECHAIZ
Chairman

SIGNED IN THE PRESENCE OF:


MARIA VERONICA F. MAGTINO


ANTON OJEDA

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this 19 NOV 2024, personally appeared **TERESO O. PANGA**, with PEZA ID No. 01000239, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entities represented.

Said instrument refers to a Memorandum of Understanding consisting of eight (8) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 501
Page No. 102
Book No. I
Series of 2024.




ATTY. CHRISTINE HEIDE A. ROSALES
SC Roll No. 63616
Notary Public Until Dec. 31, 2024
IBP Lifetime Member No. 012672, Quezon City
PTR No. 10132370, 2/8/2024, Makati City
MCLE Compliance No. VII 0018328,
valid until 04/14/2025
3rd Floor Salcedo One Centre
170 Salcedo St., Legaspi Village MAKATI City

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.


BEFORE ME, this 19 NOV 2024, personally appeared, **JOHN B. ECHAUZ**, with _____, issued on _____, valid until _____, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entities represented.

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