

**CD TECHNOLOGIES ASIA, INC.  
ONLINE PRODUCTS SUBSCRIPTION AGREEMENT**

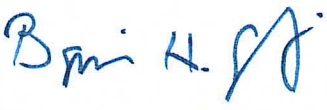
<b>CLIENT/SUBSCRIBER</b>	DEPARTMENT OF FINANCE
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You agree that your subscription to the CD Asia Online Products at [www.premium.cdasiaonline.com](http://www.premium.cdasiaonline.com) and/or [www.cdasiaonline.com](http://www.cdasiaonline.com) will be governed by this Subscription Agreement, consisting of this signature page and the following documents:

- Terms and Conditions
- Price Quotation

This Subscription Agreement contains the complete agreement between you and CD Technologies Asia, Inc. (CD Asia) concerning your subscription and use of CD Asia Online Products and supersedes all earlier written and oral communications concerning this subject. By signing this Subscription Agreement, it is assumed that you have read and understood the attached Terms and Conditions and agree to pay the amount given in the Price Quotation.

Agreed to and accepted by:

<b>AUTHORIZED REPRESENTATIVE</b>	BAYANI H. AGABIN
<b>TITLE/POSITION</b>	Undersecretary
<b>SIGNATURE OF CLIENT OR AUTHORIZED REPRESENTATIVE</b>	
<b>DATE</b>	August 1, 2025
<b>PHONE</b>	5317 - 6363
<b>MOBILE PHONE</b>	
<b>EMAIL</b>	bagabin@dof.gov.ph

**CLIENT'S BUSINESS ADDRESS**

<b>UNIT, FLOOR, BUILDING, NO., STREET, CITY</b>	6th Floor, DOF Building Roxas Boulevard corner P. Ocampo Street, Manila		
<b>POSTAL CODE</b>	1004	<b>COUNTRY</b>	Philippines

**CLIENT'S BILLING ADDRESS [IF DIFFERENT FROM ABOVE]**

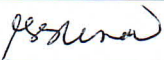
<b>UNIT, FLOOR, BUILDING, NO., STREET, CITY</b>	7th Floor, EDPC Building Roxas Boulevard corner P. Ocampo Street, Manila		
<b>POSTAL CODE</b>	1004	<b>COUNTRY</b>	Philippines

**CONTACTS**

	NAME	TELEPHONE	MOBILE PHONE	EMAIL ADDRESS
<b>MAIN</b>	Liceria A. Te	5317 - 6363		lte@dof.gov.ph
<b>BILLING</b>				
<b>TECHNICAL</b>				

<b>PURCHASE ORDER NUMBER REQUIRED ON INVOICES [IF ANY]</b>	
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To be filled out by authorized CD Asia personnel

<b>PRODUCT</b>	<input checked="" type="checkbox"/> Premium <input type="checkbox"/> Classic
<b>SUBSCRIPTION PERIOD</b>	FROM August 7, 2025 TO August 7, 2026
<b>SUBSCRIPTION PRICE</b>	₱ 893,200.00
<b>PRICE TERMS</b>	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annual Others _____
<b>SALES REPRESENTATIVE (PRINTED NAME AND SIGNATURE)</b>	Mary Grace B. Eluna 

## TERMS AND CONDITIONS GOVERNING THE USE OF CD ASIA PREMIUM

The terms and conditions herein (the "terms and conditions") govern your use of CD Asia Premium, the online services and features included therewith, and materials available therein (collectively, "Premium") provided by CD Technologies Asia, Inc. ("CD Asia"). The terms "you" and "your" in uppercase or lowercase shall mean the subscriber named in the Subscription Agreement (i.e., individual, partnership, government agency, corporation, educational institution, etc.) and the terms "we" and "us" in uppercase or lowercase shall mean CD Asia.

**Copyright.** You and your authorized users hereby acknowledge that all copyright and title to Premium, its contents, features, and properties are and remain the property of CD Asia or its third-party suppliers of materials. Any exceptions are identified in the Subscription Agreement. You agree to communicate the substance of the following statements (which may be changed in whole or in part by CD Asia from time to time) to your authorized users periodically: **CD Asia services and the materials contained therein are under license from CD Asia. All rights reserved. No part of Premium may be used except for research purposes, and its contents and features may not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of CD Asia. Materials retrieved from Premium may not be duplicated in hard copy or machine-readable form without the prior written authorization of CD Asia, except that limited reproduction of output is permitted solely for individual use by the authorized users for internal distribution within a subscriber group or institution in accordance with the terms of the Subscription Agreement unless further limited or prohibited by applicable copyright law. Under no circumstances may Premium, its contents or features, or any portion thereof be used to create derivative products or services.**

### 1. ACCESS TO PREMIUM

- 1.1 Only authorized users are eligible to access and use Premium. Only the following are considered authorized users: you, your employees, students, partners, members, and contractors performing work exclusively for you.
- 1.2 Your access to Premium will be authenticated by a user identification ("User ID") and a password assigned by CD Asia. You agree that each User ID may only be used by the authorized user to whom it is assigned and that the User ID may not be shared or used by any other person without your consent, and subject to the terms and conditions. You will manage your roster of authorized users and will promptly notify CD Asia if a user is no longer authorized to use Premium so the corresponding account can be terminated or deactivated. You will be responsible for the use of Premium by your authorized users, including for any charges or liability that may attach thereto. You will use reasonable efforts to prevent unauthorized use of the User IDs assigned to your authorized users and will promptly notify CD Asia, in writing, if a User ID is lost, stolen, compromised or misused.
- 1.3 The use of Premium via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by CD Asia in writing, the use of Premium is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 1.4 The content, services and features of Premium may be enhanced, added to, withdrawn, or otherwise changed by CD Asia without prior notice.
- 1.5 Premium may contain a feature that will allow you and your authorized users to create folders ("Folders") that will be associated solely with a particular User ID. Authorized users will be able to save copies of materials, searches, or links from their research sessions. CD Asia represents and warrants that: (a) the Folders will be under the exclusive control of your authorized users, and (b) CD Asia will not access or otherwise review the contents of the Folders without your permission. However, to the extent necessary to facilitate the features and functions of Premium, or to comply with contractual or legal obligations, including but not limited to, or arising from or relating to, administrative or judicial proceedings, CD Asia may access or disclose the contents of the Folders.
  - 1.5.1 Authorized users may only access the Folders during the validity of the Subscription Agreement. Authorized users are therefore solely responsible for securing or saving the contents of the Folders before the expiration or termination of the Subscription Agreement.
  - 1.5.2 Authorized users are solely responsible for the content of their respective Folders. You represent and warrant that the authorized users have the right and authority to store any and all content to the Folders that is not provided by CD Asia. Authorized users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic, or obscene, unless such content is reasonably related to professional responsibilities. Authorized users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of the Subscription Agreement, if desired. CD Asia has no obligation to provide the content of the Folders to you or your authorized users after the termination of the Subscription Agreement. All CD Asia materials contained in the Folders remain subject to the storage limitations and other license terms and restrictions set forth in the Subscription Agreement.

### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE

- 2.1 You and your authorized users are granted a non-exclusive, non-transferable, limited right to access and use Premium for research purposes. The rights granted to you and each authorized user are as follows:
  - 2.1.1 The right to electronically retrieve and display materials from Premium for the individual use of the authorized user;
  - 2.1.2 The right to email, fax, download, or make printouts of insubstantial portions of the content of Premium;
  - 2.1.3 The right to excerpt or quote insubstantial portions of the content of Premium in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law;
  - 2.1.4 The right to distribute or email insubstantial portions of the content of Premium on an occasional, infrequent basis as permitted by applicable copyright law.
- 2.2 Downloading and storing any portion of the content of Premium in an archival database is strictly prohibited. The content, services, and features of Premium are protected by copyright, intellectual property laws, and other laws that prohibit unauthorized access and use. Non-authorized users are prohibited from accessing or using Premium for any purpose whatsoever, other than as allowed in these terms and conditions.
- 2.3 Except as provided in Clause 2.1, you and your authorized users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using content retrieved from Premium.
- 2.4 Except as provided in the Subscription Agreement, you and your authorized users are prohibited from networking others via local area networks (LANs), wide area networks (WANs), intranets, or the internet.
- 2.5 You may not exploit the goodwill of CD Asia, including its trademarks, tradenames, service marks, or logos without its express written consent.
- 2.6 Under no circumstances may you or any authorized user offer any part of the contents, services, and features of Premium for commercial resale or redistribution in any medium or use the same to compete with the business of CD Asia.
- 2.7 All rights, titles, and interests (including all copyrights, trademarks and other intellectual property rights) in Premium belongs to CD Asia or its third-party suppliers of content, as applicable. Neither you nor your authorized users acquire any proprietary interest in Premium, except the limited rights granted herein.
- 2.8 Neither you nor your authorized users may use Premium in any manner that infringes the intellectual property rights, privacy rights or proprietary interests of CD Asia or any third-party. Your use of Premium must comply with all applicable laws, rules and regulations.
- 2.9 Neither you nor your authorized users may remove or obscure the copyright notice or other notices contained in Premium.
- 2.10 Other provisions that govern the use of Premium may be set forth in commercial documents accompanying the Subscription Agreement, any agreed addendum, supplemental terms and conditions, and descriptions of Premium, all of which are incorporated by reference into the Subscription Agreement and these terms and conditions.

### 3. LIMITED WARRANTY

- 3.1 CD Asia represents and warrants that it has the right and authority to make Premium available to you pursuant to these terms and conditions.
- 3.2 Subject to the maximum extent permitted by law, Premium is provided on an "as is", "as available" basis and, unless expressly stated to the contrary in the Subscription Agreement, we exclude all representations, warranties, and guarantees, whether express or implied, by statute, trade, or otherwise, including without limitation, that the contents of Premium are or will be complete, or free from errors, or that information will continue to be available to us to enable us to keep Premium and its contents up-to-date.
- 3.3 Premium may utilize artificial intelligence (AI) technology to enhance user experience. While CD Asia strives to provide accurate and relevant information, the AI-generated content may not always reflect real-time data nor guarantee absolute precision. You are encouraged to verify critical information independently and consider the AI-generated content as supplementary rather than conclusive. CD Asia, its third-party suppliers of content, or the creators or suppliers of artificial intelligence programs are not liable for any inaccuracies, errors, or consequences arising from the use of AI-generated content.

### 4. LIMITATION OF LIABILITY

- 4.1 CD Asia or any of its officers, directors, employees, subcontractors, agents, successors, assigns, or its partner companies or third-party suppliers of content or their agents, successors, and assigns, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from Premium, (b) the unavailability of materials that may be expected to be included in the content of Premium; (c) the unavailability or interruption of the service or any features of Premium; (d) the loss or corruption of any data or equipment in connection with the services of Premium; (e) any delay or failure in performance beyond

the reasonable control of CD Asia or its representatives or partners enumerated above; (f) any material or content retrieved from any other source even if retrieved or linked from within Premium, including AI-generated content; or (g) any negligence of CD Asia or its representatives and partners enumerated above in connection with the performance of our obligations under the Subscription Agreement, other than liability for death or personal injury.

- 4.2 To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of CD Asia and/or its representatives or its suppliers and/or their representatives as enumerated in item 4.1 above, in connection with any claim arising out of or relating to Premium or these terms and conditions, exceed the lesser of actual direct damages suffered or the amount paid for your Premium subscription in the 12-month period immediately preceding the date the claim arose. Your right to monetary damages in that amount shall be in lieu of all other remedies which you may have against CD Asia and/or its representatives or its suppliers and their representatives.
- 4.3 To the fullest extent permissible by applicable law, neither you nor CD Asia and/or its representatives, or its suppliers and/or their representatives will be liable for any special, indirect, incidental or consequential damages of any kind whatsoever (including, without limitation, attorney's fees) in any way due to, resulting from, or arising in connection with Premium, or the failure of CD Asia and/or its representatives, or its suppliers and/or their representatives to perform their obligations. This limitation of liability shall not apply to your (and your authorized users') infringement of intellectual property or misappropriation of proprietary data belonging to CD Asia or its suppliers.
- 4.4 Notwithstanding anything to the contrary in this Clause 4:
- 4.4.1 Our liability to you for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by the Subscription Agreement shall, to the extent permitted by law, be limited to our option either to (i) procure for you the right to continue using Premium, (ii) modify Premium, or (iii) terminate the Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- 4.4.2 Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.
- 4.4.3 The provisions of Clauses 4.4.1 and 4.4.2 shall constitute your sole and exclusive remedy for the respective matters specified therein.
- 4.5 (a) You and your authorized users are responsible for the appropriate use and adaptation of Premium for your own use and in the provision of advice and services to your clients, if any.  
(b) You recognize and accept that (i) Premium is provided for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice or judgment or to provide legal advice with respect to particular circumstances. CD Asia does not undertake any obligation to consider whether the information provided to or by us for the purpose of Premium content (including answering a query through any means, including AI) is either sufficient, up to date or appropriate for any particular or actual circumstances. While reasonable efforts are made to keep the content up to date, you should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result; and (ii) CD Asia does not represent or advise clients in any matter and is not bound by the professional responsibilities and duties of a practicing lawyer. Nothing in Premium or its content, or in the Subscription Agreement nor any receipt or use of Premium, shall be construed or relied on as advertising or soliciting to provide any legal services, creating any attorney-client relationship or providing any legal representation, advice or opinion whatsoever on behalf of CD Asia.
- 4.6 Any User ID issued by us to an authorized user is personal and confidential to that authorized user. If we suspect that any User ID is being used by an unauthorized user or a different authorized user than the person to whom it was issued, that User ID may be cancelled and you may be liable for additional charges, in accordance with our then current price list, in respect of any such unauthorized use.

**5. PERSONAL DATA PROTECTION**

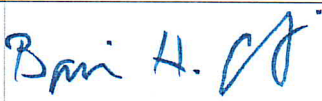
- 5.1 "Data protection laws" means all applicable privacy and data protection laws, regulations, orders, and other legal issuances. The terms "personal data" and "processing" will have the meanings ascribed to them in the data protection laws and regulations, and where the data protection laws use equivalent or corresponding terms, such as 'personal information' instead of 'personal data', they will be read as the same.
- 5.2 You are responsible for ensuring the legality of the personal data that you or your authorized users provide to CD Asia for processing. If and to the extent that you or your authorized users provide personal data to CD Asia for account registration or otherwise, the parties acknowledge that such information will be processed by CD Asia in accordance with the data protection laws and CD Asia's privacy policy which can be found in [https://premium.cdasiaonline.com/privacy\\_statement](https://premium.cdasiaonline.com/privacy_statement), and is applicable to Premium.

**6. MISCELLANEOUS**

- 6.1 The Subscription Agreement is for the initial period from the effective date stated in the Subscription Agreement or signed Order Form or Quotation (the "term") and any renewal period subsequent thereto. In the event no notice of termination in writing has been received by CD Asia at least 90 days before expiry of the term or any renewal period, the Subscription Agreement shall continue for further periods of one year, commencing immediately after the term (each a "renewal period") and so on for subsequent renewal periods. In such circumstance, the total fee to be paid by you for each renewal period will be an amount equal to the annual price paid in the final year of the term (or last renewal period as the case

may be) plus an additional amount as we shall determine in our discretion or a pre-determined annual adjustment as specified in the Subscription Agreement or signed Order Form or Quotation. CD Asia may discuss alternative terms with you in such circumstances, but any such discussions shall be strictly without prejudice to the provisions of this Clause 6.1 and unenforceable unless agreed in writing and signed by both parties.

- 6.2 Charges and payment terms may be changed in accordance with your applicable price schedule and Clause 6.1; all other provisions of the Subscription Agreement may be changed by us immediately upon prior notice. Your subscription for access to Premium may be terminated by you upon written notice to us if any such change is unacceptable to you, excluding changes to charges that are in accordance with Clause 6.1. For termination to be effective under this clause, we must receive your notice of termination within 30 days of the date of our notice to you. Continued use of Premium following any change constitutes acceptance of the change.
- 6.3 CD Asia may terminate the Subscription Agreement (in whole or in part) by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance for the remaining term (or renewal period, as applicable). On termination of the Subscription Agreement, any license granted under the Subscription Agreement terminates.
- 6.4 We may suspend or discontinue providing Premium to you without notice and pursue any other remedy legally available to us (including enforcing payment of charges) if you fail to comply with any of your obligations in the Subscription Agreement (including payment obligations) and will seek our legal costs and other expenses incurred from you.
- 6.5 We may terminate the Subscription Agreement with immediate effect if you are in material breach of it or if you cease, or threaten to cease, to carry on business in which case (and without prejudice to any other rights we may have) you will not be entitled to any refund of any charges paid in advance and any charges due shall become payable immediately.
- 6.6 You shall not disclose to any third-party details of the Subscription Agreement or any of the negotiations undertaken in relation to it, including any details of Premium and its pricing or discounting terms, without our prior written consent.
- 6.7 All notices and other communications hereunder shall be in writing or displayed electronically in Premium by CD Asia. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in Premium; or on the date received, if delivered in any other manner. General notices to us should be sent to your CD Asia account representative, or if you do not have an account representative to CD Asia by email to [help.premium@cdasia.com](mailto:help.premium@cdasia.com). Notices to you, if sent by email or by post, shall be sent to the postal address or email address that CD Asia has on record.
- 6.8 The failure of CD Asia, or any third-party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. Any waiver by CD Asia of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.
- 6.9 Neither you nor any authorized user may assign your rights or delegate your duties under the Subscription Agreement without the prior written consent of CD Asia, which consent shall not be unreasonably withheld. The Subscription Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.10 The Subscription Agreement shall be governed by and construed in accordance with the laws of the Philippines regardless of the law that might apply under applicable principles of conflicts of law and each party submits to the non-exclusive jurisdiction of the courts of the Philippines. The Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent, and (b) such invalidity or unenforceability will not affect any other provision of the Subscription Agreement.
- 6.11 Where applicable, each affiliated company of CD Asia and each of its third-party suppliers has the right to assert and enforce the provisions of the Subscription Agreement directly on its own behalf as a third-party beneficiary.

<b>CLIENT</b>	DEPARTMENT OF FINANCE
<b>AUTHORIZED REPRESENTATIVE</b>	BAYANI H. AGABIN
<b>TITLE/POSITION</b>	Undersecretary
<b>SIGNATURE OF CLIENT OR AUTHORIZED REPRESENTATIVE</b>	
<b>DATE</b>	August 1, 2025
<b>PHONE</b>	5317 - 6363
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