



Agreement Between:

Twenty Four Degrees LLC  
 P.O. Box 11092  
 Dubai  
 United Arab Emirates

AND

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS  
 Golden Shell Pavilion, Roxas Blvd  
 Cor. Sen. Gil Puyat Avenue, Pasay City  
 Philippines

Group	OPI_CITEM, Gulfood 2021
Invoice Number	21_PILM_2555
Event Date	20th - 21st February 2021
Number of guests	Not applicable
Contact Person	Camara Almazan

18-02-21

Land programme			
Function/ Venue	Number of Units	Cost per Unit	Total US\$
HIRING OF THE FOLLOWING FOR THE PHILIPPINE PARTICIPATION IN GULFOOD 2021			
Visual Merchandiser to be hired for 2 days (20th to 21st February 2021)			
Scope of Work: To create the products based on the requirement of the client and provide assistance to the on-site officers as needed. Date needed: 20 to 21 February 2021.	2	\$750.00	\$1,500.00
1 Visual Merchandiser hire for up to 8 hours for 2 days. Every additional hour charged at \$6555 per hour. Prags are not included.			
10% handling fee applicable on final amount.			

Total Program based on this agreed items excl. 5% VAT US\$	\$1,500.00
10% handling fee	\$150.00
5% VAT on the land programme	\$82.50

Total Program based on the agreed items incl. 5% VAT US\$	\$1,732.50
---	------------

#### Definitions

##### In these terms and conditions:

The "Client" means the individual / Company for whom the services are provided.

The "Company" means Twenty Five Degrees LLC including, where applicable, its employees, suppliers, servants, agents or sub-contractors acting for and on behalf of the company.

The "Incentive" means the decision to be engaged by the Company as set out in the Proposal.

The "Conditions" are the conditions set out below which shall be incorporated into the contract.

The "Guests" shall be the invited persons nominated to take part in the event by the Client.

The "Fees" means the fee due by the Client to the Company for performance of the services.

The "Proposal" means the documentation and/or letter/communication passing between the Client and the Company detailing the Services to be carried out by the Company on behalf of the Client concerning the proposed event.

The "Services" means the work to be undertaken by the Company concerning the Event as per the proposal.

#### Remarks

\* Rates are applicable to dates mentioned above.

\* Individual rates are being quoted excluding 5% VAT, the 5% VAT are added in the end.

\* Main program cost does not include any items mentioned in light grey.

\* All beverages will be charged as per consumption unless mentioned otherwise.

\* Please note the above p/p cost is based on total paying guests as mentioned above. Any increase or reduction will lead to a quote.

\* We are currently holding space for the programme at the hotels/venues proposed, all proposed services will be confirmed based on the signed agreement of this contract, by the Client, before the cut-off date (28th February 2021). Any delay might cause unavailability of the chosen hotels / venues.

#### 1. Scope of Project

The Client hereby engages the Company and the Company agrees to perform the destination event management services set forth on the attached "Proforma Invoice" with reference number mentioned above. In accordance with the time schedule set forth therein and as may be amended by mutual agreement of the parties from time to time. Unless otherwise agreed in writing, the Company shall be the Client's authorized sole production manager for this project.

#### 2. Price

The Client agrees to pay the Company the projected fees as per the "Proforma Invoice". The Company's fees are inclusive of all out-of-pocket expenses incurred by the Company in connection with its performance of the agreed services. All prices quoted are in US\$. Attached proforma invoice does not include any tips nor any insurance for individual travellers or their personal items.

All additional items requested, used or consumed in excess of the quoted offer, will be charged on consumption and are to be settled on-site. If you wish for the Company to settle the bill on your behalf, an additional 12% Handling fee will be charged.

#### 3. Payment Policy

Amount Due US\$	Details	Payment Due Date
\$1,732.50	Is the total value of the Proforma invoice above.	
\$1,732.50	As a non-refundable deposit equalling 100% of the total to be paid upon confirmation.	18th February 2021

Payments can only be accepted in AED or US\$

Payment made other than via Wire Transfer, will be subjected to a Management Fee of 3% on the amount due.

Final payment has to be done latest 7 days after group departure. In case the final payment does not reach the Company's account within 7 days after group departure, a 3% interest fee is applicable.

#### 4. Travel Program Cancellation Policy

In case of a cancellation of the order after signing the contract, initial deposit will be forfeited. Furthermore, if cancelled:

Less than 30 days prior to arrival	Cancellation charges of 100% of the total invoice will be applicable	after 18th of February 2021
------------------------------------	--	-----------------------------

#### 5. Representative

The Client is the authorized representative for purposes of managing this agreement, and will notify the Company whenever authority shall change to another individual.

#### 6. Change orders

The Client, or authorized representative shall notify the Company in writing of any desired additions, changes or corrections in the "Budget proposal". The Company shall advise the representative in writing if such changes will involve additional expenses or fees. No change orders shall be effective and binding upon the parties unless signed by both parties hereto and attached to this agreement.



#### 7. Subcontractors

The Client acknowledges and agrees that the Company may engage subcontractors from time to time to provide the services hereunder, in this Agreement, "subcontractors" shall mean all vendors, suppliers, entertainers and all other contractors engaged by the Company in connection with its performance under this Agreement. All subcontractors entered into by the Company in connection with the performance of this Agreement shall identify the Company as Principal, and the Company shall be wholly responsible for the performance of subcontractors under such agreements. The Client will be solely responsible for all subcontractors services engaged directly and the Company will not be liable to any breach of such agreements entered into directly by the Client.

#### 8. Indemnification

Except for damages caused by willful misconduct of a party, in no event shall either party be liable to the other for any consequential, incidental, indirect or special damages, however caused, whether under theory of contract, tort (including negligence) or other-wise, even if the other party has been advised of the possibility of such damages. This limitation of liability does not apply to indemnification owed to the other party for third party claims.

For all outdoor venues booked in the program, rates quoted to you do not include any bank up versus in case of unexpected weather conditions and should there be such situation, the Company will do everything to assist, however the client will have to bare all charges related to this change over and above the agreed program & budget.

The Client shall be responsible at all times for the behavior of any member of any booking(s) and for ensuring that any member of any relevant booking(s) abide by the Resort's and Venues' rules and regulations for the time being in force of the respective Resort and/or venue. The Client hereby undertakes to indemnify and to keep indemnified 24 Degrees against any claim, loss (including loss of profit), damage, cost and/or expense suffered and/or incurred by 24 Degrees arising from or in connection with any breach by it of any of the terms of this Agreement.

It is agreed that 24 Degrees shall not be liable to the client or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the client or any member of any booking(s), including any loss, damages, liability, expenses and costs arising from any loss of, damage to or theft of property, unless such loss, damage, liability, expenses and costs resulted directly and without any doubt from the gross negligence and/or willful default of 24 Degrees.

#### 9. Terms and Termination

This agreement will continue in force until date mentioned above. Either party may terminate the Agreement in the event of a material breach by the other party of any of its obligations under this Agreement, if either party declares a breach hereunder by the other. In the party declaring the breach shall provide written notice specifying the particular of the breach; and (ii) if the breach is not cured within those (3) days after such notice is given, the non-breaching party may terminate the Agreement immediately upon providing written notice to the breaching party. In the event of cancellation or no show, the Client agrees to pay the Company full cancellation fees under this Agreement. If the Company in a breach of contract, they agree to pay all amounts with deposits made back to Client.

#### 10. Terms & Conditions for Visa applications

\* Rates for visa application may change at any time without prior notice

\* The Client agrees and acknowledges that with respect to service involving UAE visa provided by the Company, the Company has no role to play in the outcome of the visa application including the approval or rejection of the visa. Once the visa application has been submitted, the outcome of the visa application is at the sole discretion of the embassy / consulate of UAE. The Client agrees and acknowledges that the Company will not in any manner be liable or responsible for any delay in receipt, non receipt or rejection of any visa application.

\* Visa applications need to be submitted no later than 10 working days prior to arrival (working days in the UAE are from Sunday -Thursday)

\* The Client shall carry out a know your customer check on its customers / employees and take full responsibility of the fact that their travel to UAE is for lawful purposes.

\* The Client agrees and acknowledges that (i) there exists a principal relationship between the Client and its customers / employees, and (ii) the Client shall be liable for any liability of its customers / employees with respect to such customers / employees availing any of the services under this Agreement.

\* A security deposit of US\$ 100 may be charged per visa application and will be returned after customers / employees have the UAE.

\* In case of delayed exit or no exit of a guest, an absconding fee of minimum foot limited to US\$ 1,720.00 will be charged. This fee will be refunded excluding government fees in case exit of the guest within the visa duration has been processed.

#### 11. Data protection

Twelve Four Degrees Tourism LLC need to collect, use and disclose personal information in order to perform our business functions and activities, including making and managing travel bookings on behalf of our customers. We are fully committed to protecting the privacy and confidentiality of personal information and to maintaining various physical, electronic and procedural safeguards to protect personal information in our care. Please feel free to contact us to receive our full Data Processing Agreement.

#### 12. Miscellaneous

The Client agrees on the responsibility for all damage, destruction or alteration of the facilities and equipment, accidentally or intentionally caused by its Guests.

##### Amendments to the Event

In necessary whether for reasons of safety or such as unavailability of qualified staff or suitable equipment or adverse weather conditions, or for other justifiable reasons the Company reserves the right to make, after consultation with the client wherever possible, and as soon as reasonably possible, changes to the proposal including if necessary changes to the venue of the Event.

##### Cancellation by Client

The Client may cancel the incentive in full but cancellation will only take effect from the date that the Company received written notice of cancellation. A cancellation fee will be payable as set out above.

##### Payment Terms & Costs

All extra charges incurred during the operation of the group must be agreed by the Client at the time of requesting and settled in full latest 7 days prior departure.

The Client shall not be entitled to any reduction in the price if the number of guests who attend the incentive is less than the number stated in the proposal but the Company may at its discretion offer to reduce the price depending on the circumstances in question. Such a reduction will be part of the adjustments in the price made in accordance.

The Client will be liable for any unforeseen costs arising from the late arrival of flights or late arrival of the group (in part or whole) during the incentive that is not totally in the Company's control.

Costs given in US\$ are for indicative purposes only. Final costs will be billed in US\$.

Where an item on the costing has a zero (0.00) value and is not explicitly defined as complimentary, the final cost will be confirmed as soon as practicable.



**The Company's Management of the Event**

The Client agrees on its own behalf and on behalf of each and every guest that the opinion of the Company is final in regard to safety matters. To comply with any requests or orders made by the Company in the interests of safety however expressed.

To comply with any reasonable instruction given by the Company for any other reason.

**The Company's Liability**

The Company shall be required to take all reasonable care in providing the services and having regard to health and safety legislation.

Except for damages caused by willful misconduct of a party, in no event shall either party be liable to the other for any consequential, incidental, indirect or special damages, however caused, whether under terms of contract, tort (including negligence) or otherwise, and this limitation of liability does not apply to indemnification owed to the other party for third party claims.

For all outdoor venues booked in the program rates quoted do not include any bank charges in case of unexpected weather conditions, should such a situation arise the Company will do everything to assist, however all related extra charges will be passed on to the client. The Company shall have no liability to the Client or the guests other than death and personal injury of a guest resulting from the Company's negligence for any loss or damage of any nature however caused arising out of or in connection with attendance at the Event or to the property of the Client or Guest unless otherwise covered by the public liability insurance carried by the Company at the date of the Event, any such claim by the Client or Guest being made on the terms and conditions of such insurance a copy of which is available on request.

Personal Accident Insurance covering the event is not included in the Price but can be arranged on request.

The Contract of which these Terms and Conditions form part shall be governed by the law of the UAE and the parties hereto shall submit to the exclusive jurisdiction of the Courts of the United Arab Emirates.

**Force Majeure**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party (such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil order, or unavailability of transportation facilities) to the extent that such circumstance makes it illegal or impossible for 24 Degrees to provide these services. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice (format is acceptable) to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event more than 10 days after learning of such basis. In addition, the following will apply with specific request to the COVID-19 outbreak characterized as a pandemic by the World Health Organization on March 11, 2020: (1) the country, the state or province where 24 Degrees is located, or the country(ies), state(s) or province(s) from which a majority of event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a "Notice") advising travelers to avoid travel to the city where 24 Degrees is located, avoid gatherings of the size contemplated by this Agreement, or to shelter in place / stay at home as a result of the COVID-19 pandemic, and such Notice covers the Event dates; and (2) as a direct result of such Notice, the group wishes to modify its Agreement with 24 Degrees, the group will notify 24 Degrees as soon as reasonably practicable, but in any event at least 10 days before the group's arrival date. Upon the receipt of the group's notice, 24 Degrees and the group will commence good faith discussions regarding potential amendments to this Agreement, which may include, by way of example, rebooking the event (with any deposits on file being applied to the rebooked event) or 24 Degrees and group may, as a final resort, mutually agree to terminate the Agreement without the requirement for a Court order and without liability if they agree that no suitable alternative exist and termination is in the best interest of both parties. If 24 Degrees and the group cannot reach an agreement to amend or terminate the Agreement within 21 days of the date 24 Degrees receives the group's notice, or such other time as mutually agreed by the parties, and the group is not permitted to terminate without liability under paragraph 7 above, the Agreement will remain in full force and effect. This paragraph will become null and void upon the World Health Organization's declaration that the COVID-19 pandemic has ended.

Termination of the Agreement in accordance with this section will be without liability. For the purposes of this Agreement, "without liability" means that, except as set forth in the next sentence, no money, damages (including any liquidated damages identified in this section) will be due by the terminating party as a result of the termination and 24 Degrees will apply as a credit note to the group any deposits that 24 Degrees has received from the group for the event. Notwithstanding the foregoing, the group agrees that, if the Agreement is terminated in accordance with this section within 15 days of the group's scheduled arrival date, the group will be liable for any expenses 24 Degrees has incurred or already in preparation for the Event. Any such amounts will be deducted from any credit note that 24 Degrees will apply for the group termination. In case of UAE border closed for international travel or Germany locked down with no travel out, the total amount paid will be applied to new date subject to the rates that will apply on the new dates.

**Acceptance & Amendments**

If all the arrangements meet with your approval, please sign and return the copy of this letter indicating your confirmation/acceptance by 18th February 2021. The Terms and Conditions stipulated in this contract will be considered final when duly signed by both parties. If the acknowledgement copy is not received by this date, the Company reserves the right to release all function space held.

For: Twenty Four Degrees LLC - Dubai

Name: Tamara  
Khazendar Date:

For: DTI ITEM

Name: GMA. LOURDES D. MEDIRAN  
Title: Deputy Executive Director

Signed in the presence of the following:

ROWENA D. MENDOZA  
OIC-Operations Group 2

MALERNA C. BUZAO  
Chief, Controllership Division

**PROFORMA INVOICE**

**Twenty Four Diggins LLC**  
 24 Diggins LLC  
 10000 1st St  
 Dallas, TX 75243  
 (972) 443-1234

Bill To: [Name]  
 [Address]  
 [City, State, Zip]

Invoice No: [Number]  
 Date: [Date]

Total Amount Payable (including tax)

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT (USD)	TAX	TOTAL (USD)	DISCOUNT	NET AMOUNT	TAX (USD)	TOTAL (USD)	AMOUNT	AMOUNT
01/01/2024	Item Description	1	100.00	100.00	0.00	100.00	0.00	100.00	0.00	100.00	100.00	100.00

Subtotal	100.00	100.00
Tax	0.00	0.00
<b>Total</b>	<b>100.00</b>	<b>100.00</b>

Payment Terms: Net 30

Bank Name: [Name]  
 Account No: [Number]  
 Routing No: [Number]

Invoice No: [Number]  
 Order No: [Number]  
 PO No: [Number]

Thank you for your business. We appreciate your order.

ACKNOWLEDGMENT

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

MAR 10 2021

BEFORE ME, a Notary Public for and in the City of Pasay, on this \_\_\_\_ day of \_\_\_\_\_ personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
TAMARA KHAZENDAR	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of six (6) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

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

*[Signature]*  
**MA CLEOFF L. JAIME**  
 NOTARY PUBLIC  
 UNNOTARY PUBLIC 21  
 COMMISSION NO. 20-04  
 ROLL NO. 27302  
 PTR NO. 7252050 PASAY CITY 1/4/2017  
 IBP NO. AR 307615821-S-2021  
 MCLE COMPL. NO. VI-0012231  
 ISSUED ON SEPTEMBER 13, 2018  
 VALID UNTIL 4-14-22  
 ADDRESS STALL # 1 UNIT 54 ARNAIZ  
 AVENUE PASAY CITY, M.M.

Doc. No. 451  
Page No. 92  
Book No. \_\_\_\_\_  
Series of 2021 1

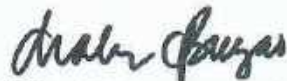


CAF Number: 2103056

### CERTIFICATE of AVAILABILITY of FUNDS

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount **ONE THOUSAND SEVEN HUNDRED THIRTY-TWO US DOLLARS AND FIFTY CENTS (US\$1,732.50) OR EIGHTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT PESOS AND TWELVE CENTAVOS (PHP83,198.12)** as payment to **TWENTY-FOUR DEGREES LLC** for the **Hiring of VISUAL MERCHANDISER** for the Philippine participation in Gulfood 2021.

This certification is being issued for whatever legal purpose it may serve.



**MALERNA C. BUYAO**

Chief, Controllership Division

BUR NO. GF21-2012003  
Date : 02/01/2021  
Contract No. CS-210020