# STATEMENT OF WORK



INTRODUCTION / OVERVIEW	Loyalty Corp is a full-service agency with an expert team that proudly delivers end-to-end solutions for some of Australia's largest organisations and progressive brand ambassadors.  With the loyalty and payments landscape ever evolving, Loyalty Corp has become the "go-to" strategic and tactical partner for organisations looking to instil brand relevance today, in order to better connect and transact with stakeholders tomorrow.  The role for Flexisource IT is to provide assistance and resource/s to deliver business requirements as indicated by (Client). Flexisource IT will work handin-hand with (Client) from a project management and development standpoint.
FLEXISOURCE IT Contact person	MA. MICHELLE "MISSY"ARCENAL Country Manager
Loyalty Corp Contact person	PAVEL ZAGARIA  T 1300 134 418
PAYMENT SCHEDULE	21 days after Invoice
RATE PER MONTH	21 days after finvoice
PERSONNEL TO BE	JOEY QUEBRAL – SR. PHP DEVELOPER
ASSIGNED	JOET GODDINID SKITTII DEVELOTEK
WORK DESCRIPTION	<ul> <li>1. Technology Development         <ul> <li>Apply functional knowledge and technical expertise to ensure implementation, configuration and maintenance of software applications.</li> <li>Awareness of N-tier architectures, database design, transaction processing, unit testing</li> <li>Proficient in C# and the .net Framework</li> <li>Proficient in database development, web development, windows development, source code control, configuration management, deployment.</li> </ul> </li> </ul>
Unit 26C Trafalgar Plaza   105	H.V. Dela Costa   Salcedo Village   Makati City 1227   www.flexisourceit.com
	Assist with planning, analysis and design of systems in line with Agile

	methodologies.  Contribute to the evaluation and selection of information and reporting solutions for technology infrastructure.  Den't Outcource
	2 Quality
	<ul> <li>Quality</li> <li>Provide and develop sound high quality technical support for development solutions as directed by supervisor.</li> <li>Implementation and testing of units, including all functional and nonfunctional testing</li> <li>Integration and user acceptance testing</li> <li>Promote best practice for protection and enhancement of all platform provisions</li> <li>Complete all given tasks within given timeframes</li> <li>Meet all personal targets</li> <li>Prioritize work and deal with conflicting tasks to meet agreed deadlines</li> </ul>
	Perform professional work assignments including those part of broader assignments  3. Team Contribution
	<ul> <li>Supporting and implementing the values and principles of the business.</li> <li>Promoting and ensuring the culture of the group is projected internally and externally to Member Firms, staff and clients.</li> <li>Ensuring efficient and open communication is maintained internally within the group.</li> </ul>
9	<ul> <li>Promote a safe workplace and practices.</li> <li>Assist and support other staff as required.</li> </ul>
	4. Projects  • You will be asked to participate in a project team from time to time; tasks will be depended on the objectives and nature of the project team and will be in line with your current skill set and capabilities.
, to	Additional skillsets/resources (on top of resources provided by Flexisource) - those personnel may be at an additional cost.
SPECIAL NOTES	Flexisource IT Personnel may need to work outside the regular working schedule from time to time in order to achieve project deadlines and/or satisfy the needs of the Client's customers.
# # # # # # # # # # # # # # # # # # #	

EXCLUSI	ONS								
			•			other	licenses	and	applications
		required be	eyond the ba	isic equipn	ient.				
Unit 26C Tr	afalgar Plaza   105	H.V. Deia Cos	sta   Salcedo \	/illage   Mak	ati City	y 1227	www.flexis	source	eit.com

	Building of several environments such as testing environment, UAT, SYT, etc. (on top of Local Environment plus the current staging environment used from the Client's side).
TERMINATION	As per Master Services Agreement
GOVERNING LAW	This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria, Australia and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia. As per Master Services Agreement.
THE EFFECTIVE DATE OF SOW	01 December 2017
BANK DETAILS	Bank Name: Westpac Bank Australia BSB: 033072 Account Name: FlexisourceIT Pty Ltd Account Number: 387962

## EXECUTED as an Agreement on this $\underline{\bf 21}$ November **2017**

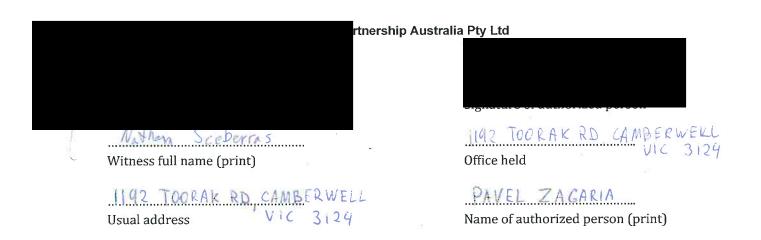
SIGNED for and on behalf of

Flexisource IT PTY LTD ACN 166 234 902 in

le Corporations



Witness full name (print)	SUITE 181, 585 LITTLE COLLINS ST. * C. FLEXISCOURCE VIC AUSTRALIA 3000 Office held
UNIT 26 C TRAFALGAR PLAZA, 105 HV DELA COSTA SALCEDO VILLAGE, MAKATI CITY	Name of authorized person (print)





and



**Master Services Agreement** 

MSA\_Loyalty Corp Kliger Partners

Page № 1

#### **Table of Contents**

1.	Definitions and Interpretations	3
2.	Services	4
3.	Personnel	5
4.	Confidentiality	6
5.	Invoicing and Payment	6
6.	Risk and Liability	7
7.	Term and Termination	7
8.	GST - Goods and Services Tax	8
9.	Dispute Resolution	8
10.	General Provisions	8

#### This Agreement is made between:

FlexisourcelT Pty Ltd ACN 166 234 902 Suite 181 585 Collins Street Melbourne Victoria 3000

("Flexisource IT")

and

Loyalty Corp Australia ACN 12601839561 1192 Toorak Rd Camberwell Melbourne VIC 3124 ("Client")

#### Recitals

- A. The Client engages Flexisource IT to provide the Services (as defined below) and Flexisource IT has agreed to accept the engagement and to perform the Services.
- B. This Agreement contains the rights and obligations of each party in relation to the Services and the further matters set out below.

#### 1. Definitions and Interpretations

#### 1.1. Definitions

In this Agreement, unless the context requires otherwise:

"Agreement" means the terms and conditions in this agreement, and, in addition thereto, any schedules or annexures: *Provided*, That this Agreement shall prevail over schedules or annexures in case of conflict or inconsistency.

"Business Day" means any day other than a Saturday, Sunday or public holiday at the place where the activity in question occurred or is to occur.

"Claim" includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action and claim for compensation.

Kliger	Partners
--------	----------

"Client Data" means all electronic data or information provided by the Client, and all data or information derived from such data including, without limitation, analytics, transactional information or data, and customer profile.

"Commencement Date" means either: (a) In respect of this Agreement, the date provided in Item 1 of Schedule 1; or (b) In respect of a Statement of Work, the date provided as the Commencement Date as set out in Schedule 2.

"Confidential Information" means any information of either party which by its very nature is confidential (whether recorded or not and if recorded whether by writing or any other means upon which there is marked any words, figures or symbols which are capable of carrying a definite meaning to persons conversant with them) including but not limited to:

- intellectual property, including patents (whether sealed or not), patentable processes, trade secrets, designs, copyright, trademarks, business names, formulae, research and test data and the potential applications of any or all of the foregoing, and all enhancements and modifications to such industrial and intellectual property;
- 2) technical, financial and business information, plans, models, proposals, reports, and market projections;
- 3) arrangements and agreements (including proposed arrangements and agreements) with third parties;
- 4) contact details of suppliers, customers, potential customers, investors and partners;
- 5) specifications, drawings, technology, strategies, know-how, ideas and concepts;
- 6) names and expertise of employees and consultants;
- 7) any information which if made public, may be detrimental to its goodwill, public image, commercial relationships or standing; and
- 8) any information which may provide either party with a commercial advantage over the other.

"Government Agency" means any government, whether federal, state, territorial or local and any minister, department, office, commission, delegate, instrumentality, agency, board, authority, or organisation thereof, statutory or otherwise.

"Intellectual Property" includes all proprietary work or art, covered or protected by Intellectual Property Laws, whether registered or not with the concerned registry offices, and such work was developed by Flexisource IT or the Flexisource IT Personnel or both, solely or jointly with the Client pursuant to this Agreement.

"Notice" means any written notice, demand, consent or other communication whatsoever given or made under this Agreement.

"Flexisource IT Personnel" means any and all Flexisource IT employees, agents, and subcontractors supplied by Flexisource IT and approved by Client in writing to perform services for Client and in no event or for any purpose will these persons be considered employees of Client.

"Parties" means Flexisource IT and the Client.

"Person" means and includes a natural person, corporation, a firm, Government Agency or any other legal entity or organization, whether acting as a trustee or not.

MSA_Loyalty Corp	Kliger Partners

"PPSA" means the Personal Property Securities Act 2009 (Cth).

"Services" include programming, software analysis, system analysis, business analysis, testing, design services, project management, facilities management, document development, and technical support performed by Flexisource IT for the Client pursuant to a Statement of Work under this Agreement.

"Statement of Work" means a document for ordering a Service or Services (as may be varied in accordance with clause 2), each of which shall be incorporated as part of this Agreement. A sample Statement of Work is attached in Schedule 2.

"Term" has the meaning provided in clause 0.

"Work" means the software (in object and source code form), reports, documentation, designs, stories, specifications, prototypes, concepts and other items to be provided under this Agreement (including all interim stages of their development) and which will be furnished by Flexisource IT to the Client, at the Client's request, pursuant to a Statement of Work, including but not limited to all writings, inventions, improvements or discoveries, whether or not copyrightable or patentable, which are written, conceived, made or discovered by Flexisource IT and are in any way related to the performance of this Agreement.

#### 2. Services

- 2.1. Flexisource IT will render the Services to the Client in accordance with the Statements of Work provided herein issued by the Client and agreed in writing by the Parties. A Statement of Work shall be binding on both parties only when signed by each party and returned to the other.
- 2.2. A Statement of Work may only be varied by written agreement between the parties' authorised representatives. There is no obligation on Flexisource IT to provide any services to the Client under this Agreement unless and until Statements of Work are issued and agreed in accordance herewith.
- 2.3. The Client acknowledges that each Statement of Work requiring the provision of Services by Flexisource IT shall substantially be based on the correctness of the information, materials, documents and other particulars made available to Flexisource IT ("Information") and the Client accordingly acknowledges and agrees that: (a) all Information that is relevant to the Services will be provided by the Client at its own cost to Flexisource IT at the earliest opportunity so as to allow the Services to be provided as defined in the Statement of Work; and (b) Flexisource IT shall not be liable for any Claim or any alleged failure to complete or carry out the Services where any Information supplied by the Client is false, misleading or otherwise inaccurate or incomplete in any material respect, as well as the Client's inability to raise relevant Information that could materially affect this engagement

#### 3. Personnel

#### 3.1. Flexisource IT will ensure that:

- 1) Subject to the requirements communicated by the Client in writing, suitable and qualified personnel chosen by the Clients are provided to complete the Services specified in the Statement of Work;
- 2) Details of Flexisource IT Personnel (including qualifications, resume and project experience) are provided to the Client upon request;
- Each of the Flexisource IT Personnel shall devote their full knowledge, skill and time to performing the applicable Services, subject to specific provisions in a Statement of Work to the contrary; and

- 4) Subject to the replacement provisions in clause 0, the Client has the right, on reasonable grounds, to require Flexisource IT to remove any Flexisource IT Personnel from continuing to perform the Services under a Statement of Work.
- 3.2. In interviewing and/or selecting a Flexisource IT personnel for the engagement, the Client shall limit the discussions to determining the qualification of the said person. The Client is prohibited from discussing other concerns, including compensation, benefits, and all other employment-related questions between FlexiSource IT and such personnel.
- 3.3. The Client or Flexisource IT may replace the assigned personnel for valid and legitimate reasons: *Provided*, That the requesting party shall serve to the other a 30-day advance written notice reckoned from the last day of such personnel to be replaced. Thereafter, Flexisource IT shall provide a written recommendation of a suitable replacement/s via email to the Client within 15 days from receipt of the 30-day advance written notice or sending thereof. Within 15 days from service of such recommendation, the Client shall complete its interview and selection process. The Client shall inform Flexisource IT of its chosen replacement in writing via email. Should the Client be unable to choose, the Replacement Process shall be repeated no more than twice. After the last round of recommendation and the Client is still unable to select, either Party has the right to terminate this Agreement. Notwithstanding, the Client may request that the Replacement Process be repeated or continued subject to the approval of Flexisource IT.
- 3.4. The Parties acknowledge that the regular working schedule of Flexisource IT Personnel will be based on Philippine law and that the following working conditions apply:
  - 1) 8 hours a day between the hours of 6.30 AM and 6.30 PM (Manila time, GMT + 08:00), exclusive of applicable breaks: *Provided*, That, any overtime work rendered beyond 8 hours shall be chargeable to the Client according to Philippine Labor Laws;
  - 2) 5 days a week, from Monday to Friday;
  - 3) Team members will follow PH holidays (see Schedule 3): *Provided*, That, any holiday work rendered shall be chargeable to the Client according to Philippine Labor Laws;
  - 4) 20 days personal holidays per year

#### 4. Confidentiality

- 4.1. Unless otherwise required by law and/or by competent authority, each party undertakes to keep the terms and conditions of this document confidential except to its officers, employees and agents and/or advisers ("Representatives"), including lawyers, accountants and auditors of that party for the purpose of those Persons providing services in that capacity to the party that engaged them, to the extent such persons legitimately need access to it in order for them to carry out the purpose for which the Confidential Information has been disclosed. Both agree that Confidential Information is crucial to each other's goodwill and business.
- 4.2. With burden on the party asserting these exceptions, Confidential Information does not include information which either: (a) s in or comes into the public domain in any way without a breach of a party's obligations pursuant to this Agreement; (b) can be shown by a party to have been legitimately known to it prior to its receipt from other party and which was not obtained under a duty of confidence from a third party; (c) is independently developed by a party without any reliance on or use of the Confidential Information; or (d) is communicated in response to a valid order of a court, tribunal, government body or otherwise as required by law or as necessary to establish any right pursuant to this Agreement. Without limiting any other provision of this Agreement, the confidentiality required herein shall survive the termination of this Agreement.

#### 5. Invoicing and Payment

	Kliger Partners
7	Dava No.5

- 5.1. The Client shall be invoiced by Flexisource IT for a one (1) month advance as security deposit in accordance with the applicable Statement of Work and in accordance with this Agreement as full compensation and consideration for the Services and any other services to be provided by Flexisource IT upon agreement and signing of the Statement of Work within 5 business days. Such security deposit will be used as the final payment in the event of cessation of engagement and/or project.
- 5.2. Flexisource IT will invoice the Client a fix monthly billing exclusive of GST.
- 5.3. The Client shall be invoiced monthly in accordance with the applicable Statement of Work and payments must be made within twenty-one (21) days of receipt from Flexisource IT.
- 5.4. Past due amounts under this section shall bear interest of one percent (3%) per month (prorated daily) or the highest rate allowed by applicable law. For any late payments, a late fee amount of AUD 500 will be charge.
- 5.5. Subject to provisions herein where Services are delivered on a time and materials basis, timesheets containing itemised details of Services performed are to be submitted by the Flexisource IT Personnel to the applicable Client project manager as designated by the Client, each Friday (or next Business Day if Friday is a holiday) via project management tool, virtual dashboard, electronic timesheet, or email for the respective week's work. If no written objection is made to any timesheet within three (3) Business Days from delivery, such shall be final and binding.
- 5.6. Any out-of-pocket expenses (e.g. travel) incurred by Flexisource IT regarding providing the Services shall be the sole responsibility of Flexisource IT, unless otherwise approved in writing by the Client prior to Flexisource IT incurring such expenses. Such expenses are to be a reimbursement for actual expenses incurred by Flexisource IT's employees at fair and reasonable rates.

#### 6. Risk and Liability

MS

6.1. Flexisource IT through an assigned Project manager will ensure timely delivery of our staff deployed to the Project. If there will be issues on performance, Client should raise it immediately via email for investigation and action.

#### 7. Term and Termination

- 7.1. The term of this Agreement shall commence on the Commencement Date and shall continue until terminated by either Client or Flexisource IT in accordance with this Agreement.
- 7.2. This Agreement may be terminated at any time with the consent of both Parties: *Provided*, That, the Party seeking rescission shall provide for an advance 45- calendar day written notice.
- 7.3. Without needing the consent of either party, this Agreement or any Statement of Work may be terminated by either party in writing:
- (a) 90 calendar days after the respective Commencement Date with not less than six (6) weeks' notice;
- (b) immediately by a party, if the other party becomes insolvent, has an administrator, liquidator or receiver appointed or ceases to conduct its normal business; and
- (c) immediately by a party, if there is a change in control of the other party without consent other than an internal restructure or re-organisation.
- 7.4. If this Agreement is terminated while any Statement of Work remains outstanding then, such termination shall not become effective until all existing obligations are met by both parties. Termination of this Agreement

A_Loyalty Corp	Kliger Partners
_ , , , ,	Page № 6

for whatever cause shall be without prejudice to any rights or obligations that have accrued or are owing prior to such termination, including but not limited to payments of money and costs.

#### 8. GST - Goods and Services Tax

- 8.1. In this clause: (1) "GST" means GST within the meaning of the GST Act; and (2) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.
- 8.2. Except where this document states otherwise an amount payable by a party for a taxable supply made by another party under this document is expressed as a GST exclusive amount. If this Agreement requires a party to pay an amount in respect of an expense or liability ("Reimbursable Expense") incurred by another party ("Payee") to a third party, the reimbursable expense must be net of any input tax credit to which the Payee is entitled in respect of the Reimbursable Expense.
- 8.3. If a party makes a taxable supply under this Agreement, then the party liable to pay for the taxable supply must also pay to the supplier the GST payable in respect of the taxable supply at the time payment for the taxable supply is due (or on the date the supplier gives a valid tax invoice if later). A party is not obliged under this clause to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.

#### 9. Dispute Resolution

- 9.1. A Party claiming that a dispute has arisen under this Agreement ("**Dispute**") must notify the other Party giving written details of the Dispute. The Parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute.
- 9.2. Any Dispute which cannot be settled via the immediately preceding paragraph within a period of ten (10) days must be referred to mediation such mediator to be a person appointed by way of mutual agreement and failing such agreement either party being at liberty to seek the appointment of such mediator by reference to the President of the Institute of Arbitrators and Mediators Australia (Victorian Division).
- 9.3. Any Dispute which cannot be settled above after mediation must be referred for determination by a person appointed for that purpose by the Parties and failing Agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia (Victorian Division) for the purpose of the dispute being determined by arbitration.
- 9.4. Any determination made under the above clause is binding on the Parties and the Commercial Arbitration Act 1984 (Vic) applies to the determination except to the extent otherwise agreed by the Parties.

#### 10. General Provisions

- 10.1. Interpretation This Agreement or a term of this Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation.
- 10. 2. Relationship of the Parties Nothing contained in this Agreement shall create or constitute a partnership, agency, fiduciary or any other relationship except for the relationship of contracting parties.
- 10.3. Intellectual Property The Client shall have all right, title and interest to their intellectual property and any modifications thereof developed by Flexisource IT or the Flexisource IT Personnel. Each party agrees that it will not have any claim, ownership or interest in the other party's Intellectual Property.

MSA_Loyalty Corp	Kliger Partners
	Page № 7

- 10.4. Force Majeure Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement or a Statement of Work where such delay or failure arises by reason of Force Majeure. In this clause, "Force Majeure" means, in respect of a party, any act, event or cause (other than lack of funds) which is beyond the reasonable control of that party, including: (a) peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination; (b) action or inaction of any government or governmental or other competent authority (including any court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; and (c) breakdown of facility, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material.
- 10.5. Non-Solicitation The Parties recognise that their respective employees, and such employees' loyalty and services, constitute valuable assets of the other. Accordingly, neither the Client nor Flexisource IT shall, during the Term of this Agreement and for a period of one (1) year after its termination ("Non-Solicitation Term"), directly or indirectly solicit, employ, offer to employ, nor engage, any Flexisource IT Personnel.
- 10.6. Governing Law The law governing this Agreement will be the law in Victoria and the parties irrevocably submit to the exclusive jurisdiction of its courts and tribunals and to the Federal Court of Australia sitting in Victoria.
- 10.7. Severability If a provision of the Agreement would, but for this clause, be unenforceable: (a) the provision must be read down to the extent necessary to avoid that result; and (b) if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of this Agreement.
- 10.8. Conflict and Assignment This Agreement, including all Statements of Work, shall prevail notwithstanding any variance with the terms and conditions of any other form. Any inconsistency between the express terms and conditions of this Agreement, in the Schedules or Annexures shall be resolved in the following order of priority: (a) this Agreement, (b) Statement of Work, (c) remaining Schedules or Annexures.
- 10.9. Assignment The Client may not assign any of its rights or obligations pursuant to this Agreement to any other party other than an internal restructure or re-organisation, without the prior written consent of Flexisource IT which cannot be unreasonably withheld.
- 10.10. Corporate Warranty, Authority to Sign, Notices Each party that is a company warrants to all other parties that it is duly incorporated and has the power to bind itself in the manner contemplated by this Agreement. Each person signing this Agreement as an authorised officer or agent of any party by so doing warrants to the other party that, as at the date of signing, that person has full authority to execute this Agreement on behalf of that party. Any Notice required to be served or given or which a Party may elect to serve on or give to the other will be sufficiently served if: (a) served personally or if left addressed to the relevant Party at its address set out in this document or at the other address as that Party may from time to time nominate for that purpose in a Notice given to the other parties; or (b) forwarded by prepaid post to the relevant Party at its address as referred to in this Agreement or last known place of business or abode of the relevant Party or that Party's registered office if it is a corporation; and (c) provided electronically via email directly to the relevant Party with electronic confirmation of receipt. This shall only be allowed for Notices relating to the day-to-day execution of Services and Deliverables.
- 10.11. Entire Agreement This Agreement, together with all exhibits, schedules and annexures attached hereto and any Statements of Work, constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the terms and conditions herein. Neither this Agreement nor any schedule or annexure may be modified or amended except in a writing signed by a duly authorised representative of each party.

## Executed as an Agreement on this 21st of November 2017

SIGNED for and on behalf of FlexisourceIT

Witness full name (please print)

UNIT 26C TRAFALGAR PLAZA, 105 H.V. DELA COSTA STREET, SALCEDO VILLAGE, MAKATI CITY

Usual Address (please print)



Office held

**RICHARD GROSS** 

Name of Authorised person (please print)



Witness full name (please print)

Office held

1192 TOORAK RD CAMBERWELL

PAVEL ZAGARIA

Name of Authorised person (please print)

Usual Address (please print)

## **SCHEDULE 1**

## **Agreement Details**

Item 1	Commencement Date	21 Nov 2017
Item 2	Client	Name: Loyalty Corp Australia ACN:12601839561 ABN: Address: 1192 Toorak Rd, Camberwell VIC 3124, Australia Telephone No: Email: Contact: Pavel Zagaria
Item 3	Bank Account for payment	Classica visca IT Div. Ltd

## **SCHEDULE 2**

### **Statement of Work**

INTRODUCTION OVERVIEW	Loyalty Corp is a full-service agency with an expert team that proudly delivers end-to-end solutions for some of Australia's largest organisations and progressive brand ambassadors.  With the loyalty and payments landscape ever evolving, Loyalty Corp has become the "go-to" strategic and tactical partner for organisations looking to instil brand relevance today, in order to better connect and transact with stakeholders tomorrow.
FLEXISOURCE IT CONTACT	L
CLIENT CONTACT	
PAYMENT SCHEDULE	21 Days
RATE	
PERSONNEL TO BE ASSIGNED	
WORK DESCRIPTION	Olympia and the first size of form both portion depending on the hypinese
CHANGE REQUESTS	Change requests will have sign offs from both parties depending on the business requirements. Must be documented either thru a project management tool or according to both parties' preference.
EQUIPMENT	Flexisource IT to provide basic equipment such as laptop or desktop to perform the tasks required. Should there be other hardware and software licenses or subscriptions required beyond the basic, the Client should shoulder these.     Flexisource IT will provide the said basic equipment with the following specs:  Windows Users – i5/i7 2.4Ghz/RAM 8GB/HDD 1TB/Video card AMD Radeon R5 M230
SPECIAL NOTES	Additional skillsets/resources (on top of resources provided by Flexisource) – those personnel
	may be at an additional cost.  FlexisourceIT Personnel may need to work outside the regular working schedule from time to time in order to achieve project deadlines and/or satisfy the needs of the Client's customers.  Invoices must be sent via email to [CLIENT NAME'S] automated inbox at {CLIENT'S BILLING EMAIL ADD.] with the following requirements:
	The subject line of the email must contain the words "[CLIENT NAME] INVOICE."  The email is sent from an email address which is registered on the Corporate IT Invoice Processing System.  Invoices must have the respective [CLIENT NAME'S] IT manager's or authorized/designated representative's name printed.  A copy of the invoice itself must be attached to the email.
EXCLUSIONS	Purchasing of software licenses and other licenses and applications required beyond the basic equipment.  Building of several environments such as testing environment, UAT, SYT, etc. (on top of Local Environment plus the current staging environment used from the Client's side).
EFFECTIVE DATE	01 December 2017
COMMENCEMENT DATE	01 December 2017
OCHUREITOEMENT DATE	
BANK DETAILS	As per Master Services Agreement.

## Schedule 3

### Officially Recognised Philippine Holidays

Regular Holidays	
January 1	New Year's Day
April 9	Valor's Day
Movable	Maundy Thursday
Movable	Good Friday
May 1	Labor Day
June 12	Independence Day
Last Monday of August	National Heroes' Day
November 30	Bonifacio Day
December 25	Christmas Day
December 30	Rizal Day
Movable	Eid'l Adha (Feast of Sacrifice)
Movable	Eid'l Fitr (End of Ramadan)
Special Holidays	
Movable	Chinese New Year
February 25	EDSA People Power
March 26	Black Saturday
August 21	Ninoy Aquino Day
November 1	All Saint's Day
Additional:	
January 2	Day After New Year
October 31	Day before All Saint's Day
December 24	Christmas Eve
December 31	New Year's Eve

Source: http://www.officeholidays.com/countries/philippines/index.php