

MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement (“Agreement”)** is made and entered into this _____ of 23 JUN 2022 at **Pasay City, Philippines**, by and between:

The **Department of Foreign Affairs**, a national government agency of the Philippine Government created by virtue of Commonwealth Act No. 732 enacted on 3 July 1946, with office address at 2330 Roxas Boulevard, Pasay City, through its Office of Public and Cultural Diplomacy (OPCD), Cultural Diplomacy Division (CDD), and duly represented by the **Head of Procuring Entity (HOPE) Acting Undersecretary ANTONIO A. MORALES**, hereinafter referred to as **“DFA”**

- and -

TALENTVIEW, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 301 Prestige Tower, F. Ortigas Jr. Avenue, Ortigas Center, Pasig City, represented herein by its CEO, Angela Ann E. Vera, hereinafter referred to as **“TVI”**.

DFA and TVI shall hereinafter collectively be referred to as the **“Parties,”** and individually as a **“Party”**.

WITNESSETH:

WHEREAS, DFA is in need of the services of a qualified and competent company which can provide business solutions in the areas of social media content management and social media listening, as more particularly described in the attached Annex “A”, and within the timelines set forth therein, as well as such other duties as may be assigned by DFA’s authorized representative referred to as the “Services”, for the social media community management tools (the “Project”);

WHEREAS, TVI has represented that it is legitimate, experienced, competent, qualified and licensed to distribute and implement products and services of Hootsuite, and other business solutions as evidenced by the attached authority to distribute (Annex “B”), and it possesses sufficient capital, resources, equipment and qualified manpower to perform the Services;

WHEREAS, on the basis of TVI’s representations, DFA has decided to engage the services of TVI, and the latter agrees to render its services and share its expertise for the annual subscription of Hootsuite’s social media community management platform for a consideration amounting to **NINE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED FIFTY PESOS (PhP 925,950.00)** only, inclusive of VAT and other

applicable taxes, which shall be automatically withheld by the **First Party** as a withholding agent. A certificate of taxes withheld can be subsequently issued by the **First Party** to the **Second Party**, if requested and/ or deemed necessary.

WHEREAS, it is the expectation of each of the Parties that in entering into this Agreement, and by full and faithful observance and performance of the Parties' respective duties, obligations and responsibilities, a mutually satisfactory relationship between them will be established and maintained;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

- a. Engagement. DFA hereby engages TVI, to perform the Services and provide the technology solutions indicated in Annex "A" hereof (the "Products"), on its own account and under its own responsibility, according to its own manner and method.
- b. Timeline and Deliverables - The **First Party** will ensure that the **Second Party** will deliver their expected output based on the timeline submitted:
- c.

NO.	DELIVERABLES	PROPOSED DEADLINE OF SUBMISSION
1	1st week of July 2022	Kick off meeting between parties. Set up of the Hootsuite Enterprise Platform with the following functionalities: <ul style="list-style-type: none"> • 5 Users • 50 Social Profiles Unlimited Boost Post Spend which automatically boosts top performing content and schedule boosted posts to reach new audiences in a single, secure campaign workflow
	2nd week of July 2022	Introduction to the support resources and conduct of the enabling session with the DFA Team

- d. Term. This Agreement shall be effective from the date of the signing of this Agreement by both Parties for a period of twelve (12) months.
- e. Fees. For and in consideration of TVI's performance of the Services in the attached Subscription Agreement and the Products provided, DFA shall pay TVI

the fees indicated in the proposal attached hereto as Annex "A" and made an integral part hereof, inclusive of all relevant taxes (the "Fees") during the term of this Agreement.

Payment of the annual subscription fees shall be conditioned upon the receipt by DFA from TVI of a statement of account and official receipt/s, duly registered with the Bureau of Internal Revenue ("BIR").

The Fee/s shall be inclusive of all actual costs such as but not limited to mobilization expenses, accommodation, meals, and travel expenses. Expenses for normal business supplies, phone calls, computer usage and report generation shall be at the expense of TVI and are not reimbursable.

1. Payment.

- a. The payment of the contract price inclusive of all applicable taxes and other lawful charges, amounting to **NINE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED FIFTY PESOS (PhP 925,950.00) only, inclusive of VAT and other applicable taxes**, subject to the usual government accounting and auditing rules and regulations; and the Second Party's complete submission of the required supporting documents to the First Party;
- b. The payment schedule may be amended as agreed between the Parties in writing to ensure that it remains consistent with the progress of the project;
- c. The payment shall be made upon submission of all deliverables.
- d. The payment shall be made through LLDAP-ADA payable to the **Second Party** and shall be remitted to:

Account Name	:	Talentview Inc
Bank Name	:	Security Bank Corporation
Acct Number	:	0000013536551
Bank Branch	:	SBC Connecticut Branch

- e. The processing of payment shall only commence upon OFMS' receipt of the invoice and complete documentary requirements. The date of receipt of OFMS shall also be the start of the 30-day processing period.
- f. On the release of payment within thirty (30) days, the end-user office, OPCD, must submit a certification that the required outputs/ deliverables covered by the payment have been completed by the **Second Party** as the service provider.

g. The **Second Party** shall acknowledge payment received from the **First Party** through the issuance of an Official Receipt within seven (7) days from the date of receipt thereof.

2. Taxes. Any taxes, duties, tariffs, fees, charges or other dues, including surcharges, interest, and penalties, imposed or charged by the government, its instrumentalities or subdivisions in connection with the provision of the Services shall be borne and paid for by the proper Parties as follows:

a. The creditable withholding taxes due on the Service Fees shall be for the account of TVI. For this purpose, DFA shall withhold the appropriate amounts for the payment of said taxes and remit the same directly to the Bureau of Internal Revenue in accordance with the pertinent revenue regulations.

b. The value-added taxes ("VAT") imposed on the Services shall be for the account of TVI. TVI shall issue a VAT-registered official receipt for the sale of the Services and/or VAT sales invoice for sale of goods, if applicable and if separately billed. The VAT component must always be shown as a separate item in the VAT-registered official receipt.

c. All other taxes or assessments as a result of the execution, delivery and performance of this Agreement shall be for the account of TVI.

d. All other taxes levied upon by the local or national government concerning the business operations of TVI shall be for the account of TVI.

e. In addition to the submission of the Second Party's outputs is the submission of the following for the release of the payment:

- Approved Proposal and Quotation of Services;
- PHILGEPS Certificate;
- BIR Certificate of Registration;
- Latest Income Tax Return;
- Original Billing Request;
- Original Provisional Receipt;
- Copy of this Agreement signed and notarized; and;
- Bank details where payment shall be deposited.

2. Standard of Services. TVI shall ensure that all Services are performed in a workmanlike and professional manner acceptable to DFA, and in accordance with this

Agreement, the other schedules and standards set by DFA, and all applicable existing laws, rules and regulations.

3. Warranty for Services. TVI warrants that it shall perform the Services, and shall generate its deliverables, in accordance with the schedule set forth in Annex "A" and applicable industry standards of care and diligence normally practiced by recognized firms that perform services of a similar nature.
4. Company's Undertakings. TVI covenants and undertakes that:
 - a. It shall exert its best efforts in selecting and employing qualified and competent staff or personnel assigned to provide the Services and the Products;
 - b. It shall promptly inform DFA if any of its commitments pertaining to this Project;
 - c. It shall comply with all applicable national and local laws, ordinances, regulations and codes in the performance of the Services.
5. Parties' Representations and Warranties. Each Party hereby represents and warrants, as of the time of the execution of this Agreement and all throughout its term, that:
 - a. It is a corporation duly organized and validly existing under the laws of its incorporation;
 - b. It possesses full power and authority to enter into this Agreement, as evidenced by the attached Secretary's Certificate (Annex C) and has taken all the necessary actions to authorize the entry into, performance, and delivery of this Agreement, and the transactions contemplated hereby;
 - c. It has the power to own its assets and carry on its business as it is being conducted and as proposed to be conducted;
 - d. There is no pending or, to its best knowledge upon due inquiry, threatened municipal, administrative, or judicial proceeding affecting its business or its assets;
 - e. It has not failed to disclose any Material Fact that may affect the execution and performance of this Agreement during its effectivity. A Material Fact is defined as one where, had the Party known of such fact either during the negotiation or at any time during the life of this Agreement, such Party would not have entered into this Agreement;

- f. It has not entered into any agreement with any third party(ies) which may affect the execution and performance of the Services and this Agreement, or which may bar such Party from entering into this Agreement;
- g. The entry into and performance by a Party of this Agreement do not and will not conflict or result in the violation of or trigger a default under:
 - i. Its constitutive documents;
 - ii. Any law, order, rule or regulation applicable to it; and
 - iii. Any agreement, contract or instrument binding upon it or any of its assets, real or personal;
- h. There are no violations or outstanding notices of violations of any law, regulation, ordinance, order or other requirement of any government authority having jurisdiction over or affecting any part of the business of a Party;
- i. All governmental, corporate, and other requirements, licenses, authorizations and permits necessary or desirable in connection with the entry into, performance, validity, and enforceability of, and the transactions contemplated by, this Agreement, as well as the delivery of the Services, have been obtained or effected and are in full force and effect;
- j. To ensure achievement of the results and standards required of it under this Agreement, its business shall be professionally managed and run;
- k. For TVI, it is authorized to grant license to third parties to use the Products and the use thereof by DFA and its authorized users shall not infringe on any intellectual property rights;
- l. For TVI, it has the necessary technical knowledge to carry out the Services on its own account, under its own responsibility, according to its own manner and method, in all matters connected with the performance of the Services under this Agreement, except as to the results thereof;
- m. For TVI, it has examined and considered any and all facts, aspects and information relating to the Services and as may be required or desirable in the performance of the Services, taking into account all relevant factors, including, but not limited to safety, security and other risks, and has fully informed itself of the same, and in view thereof, has taken any and all precautions and preparations needed for it to successfully undertake the performance of the Services; and

6. No Employer-Employee Relationship. There shall be no employer-employee relationship between TVI, its employees, representatives and agents, on the one hand, and DFA and/or its subsidiaries or affiliates, on the other hand. TVI shall be solely responsible for the payment of the salaries and wages, benefits, and all other monetary or non-monetary benefits due to its employees, representatives and agents, including all social benefits, indemnities, compensation, and other benefits required under applicable laws, decrees, rules and regulations promulgated by any competent government entity during the term of this Agreement.
7. Violations of Permits and Licenses. TVI shall further assume full responsibility and shall not hold DFA answerable or accountable for any amount, claim, liability, or sum arising from any cause of action, civil or criminal, with respect to licenses, taxes, permits and similar requirements, all of which shall be for the account of TVI.
8. CLIENT Liability. The liability of DFA in any particular instance shall be confined solely and exclusively to the payment of the Fees due to TVI for the Services hereby contracted and accomplished by TVI acting independently as such, and not as an employee or agent of DFA.
9. Notice of Termination. DFA may terminate this agreement by giving a sixty (60)-day written notice to TVI, if the termination is based on any breach or violation by TVI of its obligations and/or any other provision of this Agreement, including breach of its representations and warranties, and only if such breach is, in DFA's reasonable opinion, remediable, as otherwise, DFA may terminate with immediate effect.
10. Confidentiality. TVI agrees that it shall, at all times, keep in strict confidence and shall not disclose to any party any and all information relating to the businesses, operations, financial transactions, procedures or other practices of DFA and those of its customers, subsidiaries, affiliates, directors, officers or employees, which TVI or its personnel may acquire by reason of this Agreement, except:
 - a. those which are generally known or available to the public lawfully, and not as a result of breach by TVI of any confidentiality obligation similar to, or forming part of, this Agreement;
 - b. those that have been independently acquired or developed by TVI or otherwise lawfully obtained by it;
 - c. those that have been expressly released in writing from the obligations of confidentiality imposed by this Agreement by DFA; and
 - d. those required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law, or required by the rules of any relevant stock exchange; provided however, that in all such cases, TVI shall first have given prior notice to DFA and shall cooperate with DFA

in reasonable efforts to protect such Confidential Information, including by way of obtaining a protective order requiring that Confidential Information not be disclosed.

11. Data Protection.

TVI shall comply with the requirements under the Data Privacy Act of 2012, and such rules, orders, and regulations as may be issued by the National Privacy Commission ("NPC") in relation to the processing and possession of Personal Information and/or Sensitive Personal Information (as such terms are defined in the Data Privacy Act of 2012) comprising the Data. TVI shall assist DFA in complying with the latter's obligations in relation to the exercise of the rights of data subjects under the Data Privacy Act of 2012. "Data" means the contract files, materials and other information in physical, electronic or any other form pertaining to the Services, as communicated and provided to TVI by DFA. Data shall include All Personal Information and Sensitive Personal Information as defined in the Data Privacy Act of 2012, pertaining to DFA's personnel or to any third party whose Personal Information and/or Sensitive Personal Information as disclosed by DFA to TVI in accordance with this Agreement.

12. Miscellaneous Provisions.

- 12.1 This Agreement is the complete and exclusive statement of the agreement between the Parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.
- 12.2 Both Parties acknowledge and agree that they have fully read and understood the contents of this Agreement and that the same shall be considered to have been jointly drafted.
- 12.3 This Agreement may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the Parties.
- 12.4 The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Party, and any purported assignment made without obtaining such written consent shall be null and void.
- 12.5 In case one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 12.6 No waiver by a Party of any breach of this Agreement shall be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement.

Failure of a Party to exercise a remedy or to insist in the performance of any of the covenants of this Agreement shall not be construed as abandonment, cancellation or waiver of such covenant. No waiver by a Party shall be deemed to have been made unless expressed in writing and signed by its authorized representatives.

- 12.7 The Parties shall do and execute, or procure to be done, and executed all such further acts, deeds, documents and things as, may be necessary, to give full effect to the terms and intent of this Agreement.
- 12.8 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Republic of the Philippines.
- 12.9 In the event of litigation arising from, or in connection with, this Agreement, the venue of action shall be in the proper courts of Pasay City unless otherwise agreed by both parties.
- 12.10 Each Party may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which shall constitute as one and the same instrument with the same effect as if the Parties signed the same document.

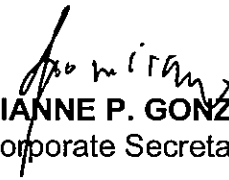
13. Dispute & Resolution

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. In the event that an amicable settlement cannot be achieved within thirty (30) calendar days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights as may be the subject matter of the dispute.

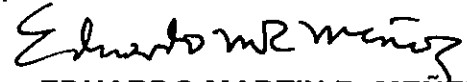
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____ day of _____ 2022 at the City of Pasay, Philippines.


ANGELA ANN E. VERA
CEO, TalentView Inc.


ANTONIO A. MORALES
Acting Undersecretary and HOPE
Department of Foreign Affairs


DIANNE P. GONZALES
Corporate Secretary, TVI

Signed in the presence of:


EDUARDO MARTIN R. MEÑEZ
Assistant Secretary, OPCD


LYRIE F. BULGENCIO
Chief Accountant

Annex A: Proposal for Social Media Community Management Platform

DFA has expressed the need to give the social team a more holistic view of the performance of their content, to be more data driven in terms of engaging, optimizing, and measuring the output of social activity and to do so with a centralized tool.

The following proposal highlights how Hootsuite (via TalentView, Inc.)* can assist DFA in creating a social relationship strategy that will meet the following digital, marketing and customer management objectives:

Keep on top of brand mentions & sentiment

- Real-time monitoring for brand mentions
- Streamline workflows for rapid response & crisis management
- Identify positive posts to amplify & negative to neutralize

Improve content performance with data-driven reports

- Consolidate all data (conversations, sentiment, performance)
- Easily extract and view for key insights
- Monitor competitors

Centralize social management in one platform

- Ensure visibility and control over all social teams, including agency teams
- Increase team efficiency and improve collaboration
- Build scalability over time

It is in this light that DFA is being invited by TalentView, Inc. into a mutually beneficial partnership which creates long-term value for customer attraction, engagement and retention.

**Hootsuite Inc., a Canadian company, certified in a letter dated 01 Jan 2022 that TalentView, Inc. is the sole and only authorized reseller of Hootsuite services in the Philippines.*

TalentView, Inc. is the Philippine representative of Hootsuite Inc. with regard to DFA.

Proposed Solution

As the official reseller in the Philippines, TalentView, Inc. proposes to provide DFA with a package inclusive of Hootsuite Platform for Enterprise-wide collaboration.

About Hootsuite

Hootsuite is the most widely used social media management platform. Our battle-tested technology, extensive ecosystem, and social DNA help organizations create human connection at scale. As the world's most widely used social relationship platform and the leader on Forrester Wave, Hootsuite Enterprise enables businesses globally to scale social media activities across multiple teams, agencies, departments, and other units. Our versatile platform supports a thriving

ecosystem of technology integrations, allowing companies to extend social media into existing systems and programs. We help organizations develop meaningful relationships with their customers, employees and prospective employees, and draw actionable insights from social media data. Innovating since day one, we continue to help businesses pioneer the social media landscape and accelerate their success through education and professional services.

Why Hootsuite for DFA?

Hootsuite offers a one-stop-shop platform to achieve all your social objectives

- Built to scale
- Strong future use cases outside of marketing
- A truly open ecosystem that integrates with existing tools and future technology . It means we can be flexible to our customers' needs

Support & Training Commitment - Hootsuite has a full professional services team, training and outstanding technical and account support. We're easy to use, and easy to work with - across the globe.

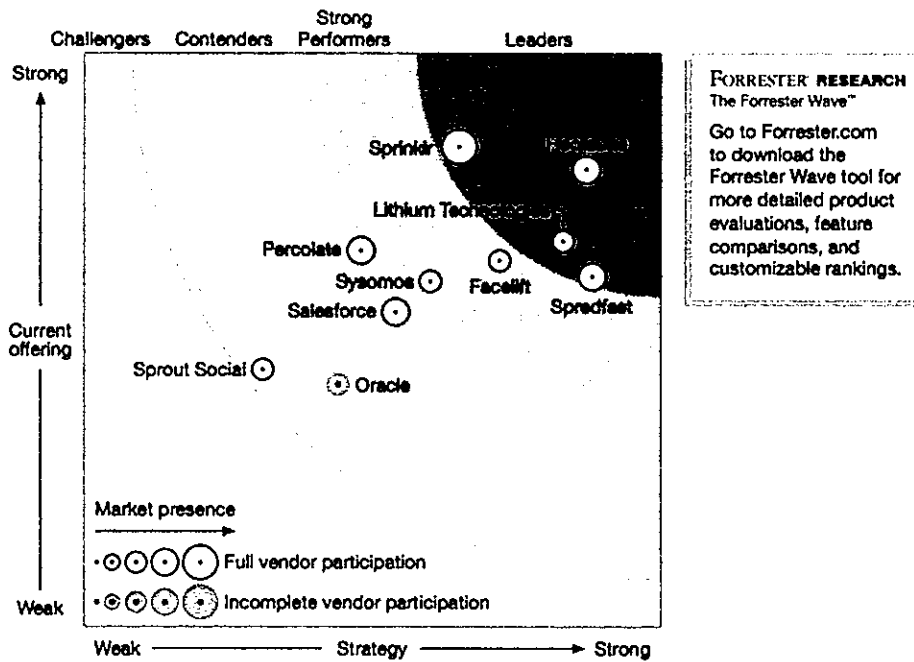
Education: Hootsuite Academy - social strategy education and certification for entire organizations.

Industry Leadership

Hootsuite was recently assessed by Forrester, one of the most influential research and advisory firms in the world, for the Forrester Wave™: Social Media Management Solutions, Q2 2017. The report showed Hootsuite as the unparalleled industry leader in Enterprise Social Media Management.

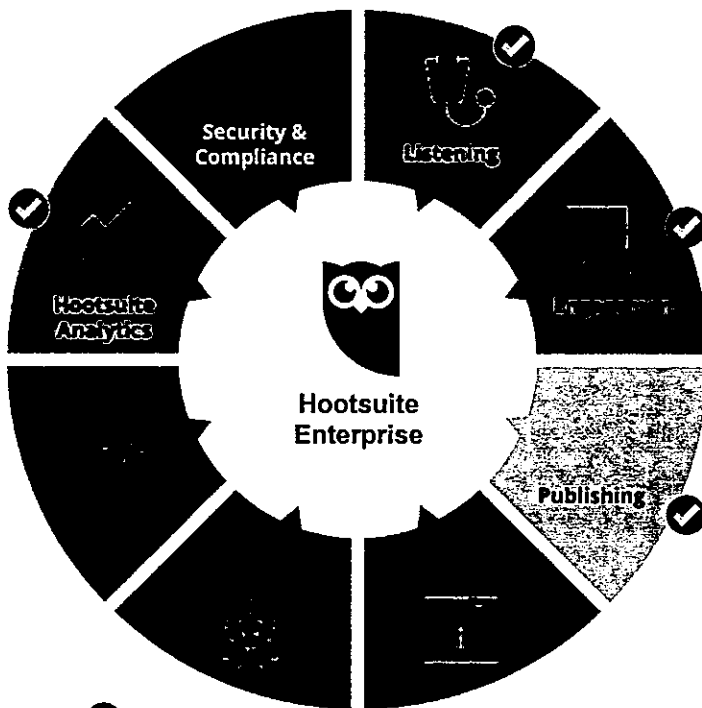
"Hootsuite maintains valued partner status with customers due to its liberal integration philosophy and client responsiveness. It has enhanced its offering with progressive measurement and advertising capabilities previously unavailable."

- The Forrester Wave™: Social Media Management Solutions, Q2 2017



One integrated platform offering best-of-breed solutions

Hootsuite's long-term approach to empowering DFA on Social Media follows a one integrated platform offering best-of-breed solutions



Underpinned by social strategy training
Hootsuite Terms and Conditions published at: <https://hootsuite.com/enterpriseterms>

The proposed package comprises of the annual subscription to Hootsuite Enterprise Platform. The following inclusions and investment will meet DFA's listening, publishing & analytics needs based on discussions with the team:

The platform must have the capability to schedule and publish organic content, suspend scheduled posts, content and message approval workflows, a best time to publish dashboard, ability to engage with our audience and assign messages to respective teams via Inbox, execute organic boosting, support Facebook, Instagram, Twitter LinkedIn, YouTube, customisable permissions for each user access, integrations to existing technology stack, provide a digital asset library, ability to tag comments. Specifically, TalentView provides to DFA the following solution:

Hootsuite Enterprise Platform

- 5 Users
- 50 Social Profiles
- Unlimited Boost Post Spend which automatically boosts top performing content and schedule boosted posts to reach new audiences in a single, secure campaign workflow
- Access to Customer Success & Support resources to help use Hootsuite to achieve business objectives on social
- Exclusive pricing on offerings for advocacy, social selling, social listening, analytics and social customer care

The total fee for this solution package is **Php 925,950.00**. All rates are VAT inclusive.

ACKNOWLEDGEMENT

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

BEFORE ME, a notary public in and for Pasay City, Metro Manila Philippines, this 18 day of JUL, 2022, personally appeared and presented to me their respective I.D.'s, containing their photos and signatures, as competent proofs of their identities, to wit:

NAME	IDENTIFICATION
ANTONIO A. MORALES	Passport #: Issued by: Issue on:
ANGELA ANN E. VERA	Passport #: P1016902B Issued by: DFA Manila Issued on: 12 March 2019

They are all known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and they further acknowledge to me that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first written above.

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Series of 2022

ATTY. ELENA MELITA L. CHICA-LLEDO
NOTARY PUBLIC
UNIT 719 TOWER E SEA RESIDENCES MOA,
PASAY CITY
MY COMMISSION EXPIRES ON DEC. 31, 2020
BM 3795 3RD EXTENSION UNTIL DEC. 31, 2022
PTR NO. 7696496 1-3-22 ROLL NO. 38180
IBP LIFE TIME NO. 16732 CAM SUR CHARTER
MCLC COMPLIANCE NO. 19024-16 JAN 01, 2019