

## **MEMORANDUM OF AGREEMENT**

### **KNOW ALL MEN BY THESE PRESENT:**

This Memorandum of Agreement ("MOA"), made and entered into this day of \_\_\_\_\_ in \_\_\_\_\_, between and among:

√ \_\_\_\_\_ of legal age, Filipino and a resident of  
√ \_\_\_\_\_, herein referred to as the  
**"FRANCHISEE MERCHANT"**

and

**PHILTECH, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal place of business at Gallera Road, Barangay Guiwan, Zamboanga City, Philippines, herein after referred to as the **"FRANCHISOR;"**

**WHEREAS,** the FRANCHISEE MERCHANT, which is engaged in the business of \_\_\_\_\_, is selected by PHILTECH, INC. to be a merchant of the PHILTECH NEGOSYO with ATM GO Device;

**WHEREAS,** PHILTECH, INC. is a franchise business package provider and offers an all-in-one services with ATM Withdrawal Device;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and other valuable considerations, the parties agree as follows:

### **I. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

#### **PHILTECH, INC (FRANCHISOR):**

- a. PHILTECH, INC., shall provide for a **PHILTECH ALL-IN-ONE NEGOSYO PACKAGE** to the FRANCHISEE MERCHANT;
- b. PHILTECH, INC., shall provide an ATM WITHDRAWAL Device (ATM GO Device) free of use, which is included in every NEGOSYO PACKAGE;
- c. PHILTECH, INC., shall provide a firsthand support to all its services, which are not limited to withdrawal, referral, and Xpressload;
- d. PHILTECH, INC., shall provide for any and all marketing and/or advertising materials to the FRANCHISEE MERCHANT, after the onboarding of merchant with PHILTECH;
- e. PHILTECH, INC., shall assist in explaining the Negosyo Package, and its policies, including the demonstration of how to use the ATM GO Device to the FRANCHISEE MERCHANT;
- f. PHILTECH, INC., shall give prior notice to FRANCHISEE MERCHANT on the **"Temporary Pull-Out"** of the ATM GO Device, in case of no transaction or long period standby of device for **at least thirty (30) days**. If such device has not been used or active for **more than thirty (30) consecutive days**, such device is subject for temporary pull-out and shall be repossessed by any authorized PHILTECH personnel, representative, and/or agent;

#### **FRANCHISEE MERCHANT:**

- a. FRANCHISEE MERCHANT, shall agree to a one-time initial franchise fee of the **PREMIUM MERCHANT PACKAGE** with multiple services from PHILTECH, INC. or from any of its authorized distributors;
- b. FRANCHISEE MERCHANT, shall agree to submit all the necessary business requirements as provided by PHILTECH, INC. before the onboarding of said merchant;
- c. FRANCHISEE MERCHANT, should avail of, any of the packages given by PHILTECH, INC., such package entered into and paid is **NON-REFUNDABLE**;
- d. FRANCHISEE MERCHANT, shall agree that they **CANNOT** transfer or assign any Franchise Negosyo Package, **including the ATM GO Device** to any individual, firm or corporation, without approval from PHILTECH, INC., except, if the person is included within his/her immediate family, within the **first (1st) degree of consanguinity or affinity**;
- e. FRANCHISEE MERCHANT, shall agree that he/she is **PROHIBITED** from, renting and/or selling the ATM GO Device to any individual, firm or corporation for whatsoever reason;
- f. FRANCHISEE MERCHANT, acknowledges that the ATM GO Device is merely an add-on or additional service to the FRANCHISE PACKAGE and is not part of the purchased franchise, and that he/she **DOES NOT** own the system and/or device, it is **FREE TO USE ONLY**. Ownership of system and ATM GO Device is PHILTECH & RCBC.;

- g. FRANCHISEE MERCHANT, is **ONLY AUTHORIZED** to use and operate the ATM GO Device within the designated registered address submitted to PHILTECH, INC. Using the ATM GO Device outside the registered address of FRANCHISEE MERCHANT is **STRICTLY PROHIBITED**, otherwise, such action is subject to deactivation of business account and immediate pull-out of ATM GO Device;
- h. FRANCHISEE MERCHANT, in the event of no transactions made at least within **thirty (30) consecutive days**, such device is subject to **TEMPORARY PULL-OUT**. However, FRANCHISEE MERCHANT may request for re-establishment of ATM GO Device with the Operations and Compliance Office of PHILTECH, INC. Such request may be processed upon its receipt thereof;
- i. FRANCHISEE MERCHANT, shall report and coordinate with the Operations, Accounting, and Compliance Department of PHILTECH, INC. for any concerns and/or issues in relation to its services and device;
- j. FRANCHISEE MERCHANT, shall agree to acquire any number of thermal papers from PHILTECH, INC. to avoid substandard quality and to make sure for the long-term use of the ATM GO Device with proper charges and fees imposed by PHILTECH, INC.;

**II. PERFORMANCE REVIEW**

- a. The FRANCHISEE MERCHANT, shall be tagged as inactive, if he/she has failed to make any transaction within **at least thirty (30) consecutive days**;
- b. The FRANCHISEE MERCHANT, should fail to submit all of the necessary requirements for onboarding within **thirty (30) days** to PHILTECH, INC., he/she will be subject to deactivation of ATM GO Device; and
- c. The FRANCHISEE MERCHANT shall maintain and take careful care of the ATM GO Device while in his/her possession at all times.

**III. SETTLEMENT MANAGEMENT**

The settlement of funds of FRANCHISEE MERCHANT under PHILTECH shall be settled directly to his/her official bank account, which is submitted or registered with PHILTECH, INC., from Monday to Saturday only, excluding holidays and Sundays. The following are charges made when processing of settlements:

- **PHILTECH Settlement:**
  - RCBC: FREE OF CHARGE
  - UNIONBANK: FREE OF CHARGE
- **Other Banks:**
  - PESONET (any amount): FREE OF CHARGE
  - INSTAPAY (real time): Php30.00 per Php50,000.00
  - XPRESSLOAD: FREE maximum of Php50,000.00 per day

**IV. COMMERCIALS & FEES**

FRANCHISEE MERCHANT is aware that for every transaction using the ATM GO device there will be an acquirer fee or system fee to be charged or deducted to the customer's card. FRANCHISEE MERCHANT will collect an OVER-THE-COUNTER convenience fee from the customers, which is **NOT LESS THAN PHP25.00 PESOS** or depending on the location of the Merchant. The Php25.00 per transaction is the CF share of PHILTECH. This will be collected from the settlement of FRANCHISEE MERCHANT'S Account.

System Fees or Acquirer Fees: <ul style="list-style-type: none"> <li>➤ Php18.00 for every Withdrawal;</li> <li>➤ Php25.00 for every Fund Transfer;</li> <li>➤ Zero fee for every Bills Payment;</li> </ul>	PHILTECH Fee: <ul style="list-style-type: none"> <li>➤ Php25.00 CF share of PHILTECH.</li> </ul>
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**V. DEFECTIVE TERMINALS, WARRANTY, AND MAINTENANCE SERVICES**

- a. The ATM GO terminal warranty is valid for a lifetime, so long as it is actively transacting;
- b. All costs related to the repairs, maintenance, and/or replacement of the ATM GO Terminal, including but not limited to ordinary wear and tear, shall be for the account of PHILTECH, INC., except for damages that can be traced to the fault and/or negligence of the FRANCHISEE MERCHANT, its employees, agents and/or representatives, in which case the FRANCHISEE MERCHANT shall shoulder such costs.

**VI. SUSPENSION OF THE SERVICES**

The FRANCHISEE MERCHANT acknowledges that PHILTECH, INC. without need of prior notice, has the right to immediately suspend the access to the franchise, or any provision of the services, in the event that the FRANCHISEE MERCHANT is in breach of its obligations under this Agreement.

**VII. TERM, PERIOD and TERMINATION**

This Agreement may be terminated by a mutual consent of both PARTIES. Such notice of termination shall be

in writing. However, any PARTY may terminate this Agreement by giving the other PARTY a notice in writing **not less than sixty (60) days** thereof. Furthermore, such Agreement may also be terminated if either PARTY violates the contents, terms, conditions, and/or provisions of this Agreement and other analogous circumstances.

**VIII. INDEMNIFICATION AND LIABILITIES**

The PARTIES shall have no liability to the other for any loss suffered, which arises of any act and/or omission, if any, in good faith, that such course of conduct was in the best interests of this Agreement and such course of conduct did not constitute any gross negligence or willful misconduct made by either PARTY. However, PARTIES shall each be indemnified by the other for losses, liabilities, damages, and/or expenses sustained by it in connection with this Agreement.

**IX. SEPARABILITY CLAUSE**

If any of the provision(s) under this Agreement be declared invalid or unenforceable by any competent court, the validity and enforceability of the other provisions hereof shall not be affected or impaired.

**X. CONFIDENTIALITY AND DISCLOSURE**

The PARTIES shall comply, in good faith, with the provisions of the **Data Privacy Act of 2012 (DPA)**, its implementing Rules and Regulations, and all other pertinent issuances of the National Privacy Commission. In compliance with confidentiality and non-disclosure shall remain even after the end of the term of this Agreement. All information and data acquired during the existence of this Agreement shall be returned vice versa, within a reasonable time upon the termination of this Agreement.

**XI. DISPUTE RESOLUTION, GOVERNING LAW AND VENUE**

Any dispute, claim, or controversy which may arise from or in connection with this Agreement shall be settled amicably between the PARTIES within **thirty (30) days** from receipt of notice by one party from the other. In the event, the same remains unresolved after the said period, it shall be referred to mediation. The costs shall be equally borne by the PARTIES. In the event that a Court action is necessary, such action shall be filed only before the proper and competent courts of Zamboanga City, to the exclusion of other venues.

**IN WITNESS WHEREOF**, the PARTIES, through their duly authorized representatives have signs this agreement on the date below.

**ARNOLD A. ARBILLERA**  
CEO and President  
PHILTECH, INC.  
Date: \_\_\_\_\_

√ \_\_\_\_\_  
Franchisee Merchant  
Date: \_\_\_\_\_ √

**Signed in the presence of:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILLIPPINES)  
\_\_\_\_\_ ) S.S

**BEFORE ME**, a Notary Public for and in the City of Zamboanga, this \_\_\_ day of \_\_\_\_\_, affiants personally appeared:

Name	Identification Card Presented	Date Issue
<b>ARNOLD A. ARBILLERA</b> _____	_____ _____	_____ _____

known to me to be the same person who personally signed before me the foregoing Memorandum of Agreement and they acknowledged that the same are their free act and deed.

This Agreement consist of three (3) pages, including this page on which this acknowledgment is written, duly signed by the PARTIES' authorized representative and their witnesses on the spaces provided for their signatures.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my seal on the date earlier stated.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2024.