

# Manned Service Agreement (Customer copy)

Version 2012.12

Customer Information	Company Name	Philippine embassy Seoul		Tel.	02. 796. 7387	
	Head Office Address	80. Hoenamuro. Yongsan-gu. Seoul				
	Location of Service			Tel.		
	Main Contact Person	María (Ao)	Office	02. 796. 7387	Mobile	
	Contact Person for Tax Invoice		Office		E-mail	@
Services	Contract Type	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension <input type="checkbox"/> Other				
	Service Type		# of personnel	Total Sum ( excl. VAT)		
		<input checked="" type="checkbox"/> Security	1	Total ( 3,050,000 )won	Duty Type	5 day a week
		<input type="checkbox"/> Cleaning		Total ( )won	Duty Type	
		<input type="checkbox"/> Hospitality		Total ( )won	Duty Type	
		<input type="checkbox"/> Parking Management		Total ( )won	Duty Type	
		<input type="checkbox"/> Facility		Total ( )won	Duty Type	
		<input type="checkbox"/> Other		Total ( )won	Duty Type	
		Total	1	Total ( 3,050,000 )won		
	Off-Duty Hours	12:00 ~ 13:00		:	~	:
Total ( / ) Hours			:	~	:	
Contract Period	1. Apr. 2021 ~ 31. Mar. 2022	Payment Day	25th day of the month	Payment Method	Bank Transfer	
Additions to Contract	Meals	<input type="checkbox"/> Provided <input checked="" type="checkbox"/> Not Provided				
	Liability Limit	<input type="checkbox"/> No Compensation <input type="checkbox"/> (Basic) 20 million won <input type="checkbox"/> (School) 50 million won <input checked="" type="checkbox"/> (4 personnel or less) 100 million won <input type="checkbox"/> (5 or more personnel) 200 million won				
Provision of and Consent to Use of Credit Information	The customer hereby consents to CAPSTEC Co., Ltd.'s provision of customer's credit information obtained through this application to credit information collection agencies, credit information institutions, and other credit information providers and users for the purpose of assessing customer's credit or to be used for policy decisions by governmental institutions in accordance with the Use and Protection of Credit Information Act.					
Specially Agreed Matters						

※ Specific matters shall be in accordance with the Contracts, and the parties shall place their seals on 2 copies of the Contract and each retain one copy as evidence of their execution hereof.

Contract Execution Date: 10. Mar. 2021

(Customer)

  
**CHRISTIAN L. DE JESUS**  
 Chargé d' Affaires, a.i.



(Service Provider)

**CAPSTEC Co., Ltd.**

Representative Director *Se Young Park*



## Summary of the Security Services Contract (Customer Copy)

### 1. Communication through the On-site Agent (Article 6 and 8 of the Basic Terms of Security Services)

The responsibility and authority with regards to the employment, supervision and control of the Security Personnel lie with CAPSTEC. Therefore, the Customer shall make requests through the On-site Agent related to the employment, supervision or control of the Security Personnel, adjustments related to the performance of the Services, tasks that are not included in the scope of the Services, order and discipline of the Security Personnel and other matters related to the performance of the Contract. However, Customer may directly instruct the Security Personnel in certain emergency situations such as when required to comply with the Customer's own security policies.

### 2. Guaranteed Training and Vacation Days of the Security Personnel (Article 11 of the Basic Terms of Security Services)

The Customer shall respect CAPSTEC's employment conditions, right to supervision and control and personnel policies imposed on the Security Personnel, and shall accept the absence of the Security Personnel due to education and training (including mandatory reserve forces and civil defense forces training, etc.) conducted by CAPSTEC or a related institution or vacation leave approved by CAPSTEC (such as important family events or annual leave, etc. as described in Attachment 1).

### 3. Limitation of CAPSTEC's Liability (Article 12 and 19 of the Basic Terms of Security Services)

The Security Personnel may request the Customer to remedy, improve or take necessary measures to correct any defects in the Service Area or surrounding facilities which the Security Personnel may discover during the performance of the Services under this Contract, and the Customer shall review the validity of such request and promptly take necessary action to correct such defects. CAPSTEC shall not be liable for damages incurred as a result of tasks performed at the request of the Customer outside of the Service Area or that are not included in the Services; damages due to Customer's failure to abide by the terms of the Contract; damages incurred due to natural disaster, war, uprising, riot, labor disputes, and other force majeure events that occur despite the normal performance of the Services by the Security Personnel; damages incurred due to loss of cash, securities, credit cards, precious metals, etc. that are not kept in the Customer's safe but stored in desk drawers, cabinets, and other similar containers; damages incurred during emergency situations such as during efforts to extinguish fires or in the process of criminal acts or prevention, rescue efforts, and other preventive measures thereof; damages incurred to property of a third party in the Service Area; Damages incurred outside of the Service Area or areas such as the exterior of facilities, walls and fences that are outside the Security Personnel's control; Damages incurred by the loss of keys to facilities in the Service Area if the Customer is responsible for the safekeeping of said keys.

### 4. Damages (Article 18 of the Basic Terms of Security Services)

During the term of this Contract, in the event any subject property (Customer's property and/or facilities in the Service Area) is damaged due to CAPSTEC's willful misconduct or gross negligence, CAPSTEC shall be liable for such damage in the amount calculated under Articles 393 and 396 of the Korean Civil Code up to the maximum liability amount. However, CAPSTEC's willful misconduct or gross negligence shall be determined based on objective information such as information provided by the loss adjuster or information discovered through an investigation conducted by the police. The Customer shall claim for damages within fifteen (15) days from the date of the incident. Damages shall not include damages caused by the temporary or permanent closing of the Customer's company or special damages such as loss profits.

### 5. Termination of Contract and Penalty (Article 20 and 21 of the Basic Terms of Security Services)

CAPSTEC may terminate this Contract immediately if the Customer becomes subject to suspension of banking transactions by a financial institution; seizure, provisional seizure, injunction, auction, compulsory execution, or default of its property; cancellation of business license or permits, bankruptcy, dissolution, corporate reorganization, or corporate rehabilitation; dissolution or liquidation of its business; or Customer fails to pay the monthly service charge for two (2) or more months without a justifiable reason. If either Customer or CAPSTEC intends to terminate the Contract for reasons not listed above or during the term of the Contract, such party shall provide the other party with at least one (1) month's prior written notice of its intention to terminate the Contract. If the Contract is terminated due to reasons attributable to the Customer, the Customer shall be liable to CAPSTEC in an amount equal to one month's monthly service charge as a penalty.

### 6. Re-negotiation of Fees (Article 24 of the Basic Terms of Security Services)

In case of changes in the Labor Standards Act, Minimum Wages Act, and laws and regulations related to surveillance and security workers, the Customer and CAPSTEC shall re-negotiate the fees for the Services.

\* Please refer to the Basic Terms of Security Services for more detail.

I understand the major details hereof based on the explanation provided by the sales employee.

Customer

(Seal)

  
CHRISTIAN L. DE JESUS  
Chargé d' Affaires, a.i.

