

Construction Contract

The **Embassy of the Philippines in Seoul** (hereinafter referred to as “A”) and **Joeun Networks Co., Ltd.** (hereinafter referred to as “B”) shall enter into an agreement for the construction of the infrastructure/network cabling of “A” (hereinafter referred to as “Construction”) as follows, and the details are “Construction Contract” General Conditions”.

Contract Number				
Title Of Contract	Philippine Embassy On-Premise Infrastructure Construction			
Related Work				
Contract Amount	Total contract amount	(KRW 8,000,000/Including VAT)		
	Supply Value	KRW 7,353,175	VAT	KRW 725,318
Contract Period	Contract Period	From 22 November 2022 to 29 December 2022		
	Construction Period	01 to 29 December 2022	Final Inspection Deadline	30 December 2022
	Construction Site	Philippine Embassy in Seoul	delivery conditions	Inspection completed and approved
Terms of Payment	Total Payment (after completion of construction)	100% of contract amount (KRW 7,353,175 + VAT KRW 725,318) = KRW 8,000,000		
	Contract Fulfillment Guarantee	10/100 of the total contract amount (submitted at the time of contract conclusion)	Warranty	After the Warranty Expiration Date Until the day after 60 days have elapsed
	Defect Repair Warranty	10/100 of the total contract amount (submitted before final payment)		
Remark	※ Defect Repair Period: 1 year after completion of inspection. ※ Contract Performance Guarantee and Defect Repair Guarantee can be replaced with a Memorandum of Performance			

After signing this contract, two copies of the contract are drawn up, one copy each.

Attachments:

1. General conditions of construction contract
2. In-house network construction estimate

22 November 2022

“A”

Name of Company:

Embassy of the Philippines in Seoul

Business Registration No.:

213-84-10180

Address:

80 Hoenamu-ro, Yongsan-gu, Seoul



Maria Theresa B. Dizon-de Vega

MARIA THERESA B. DIZON-DE VEGA

Ambassador

“B”

Name of Company:

Joeun Networks Co., Ltd.

Business Registration Number:

105-87-27284

Address:

**Gangseo-gu, 2nd floor, 266
Banghwa-daero, (Magok-dong,
Gwanghee Building), Seoul**

Jang-yeol Kim

JANG-YEOL KIM

CEO



CONSTRUCTION CONTRACT GENERAL CONDITIONS

ARTICLE 1 [PURPOSE]

The purpose of this contract is to outline the general matters in relation to construction of network cabling of “A” in its premises and the corresponding payment of the construction cost by “A” to “B”.

ARTICLE 2 [CONTRACT PERIOD]

The period of this contract is from 22 November 2022 to 29 December 2022, and "B" must complete the construction 30days upon signing of this contract.

ARTICLE 3 [CONTRACT CONTENTS]

1. The scope of construction entrusted by “A” to “B” in accordance with this contract is as follows: *complete LAN construction on the 1st basement floor to 6th floor (including hub) / All server room exchanger installation, connection, and check system status.* This is based on the agreement with the quotation provided by “B” based on the scope of work in the Terms of Reference prepared by

“A”. The Terms of Reference to this contract constitute an integral part of this Contract.

2. Even if it is not specified in the preceding paragraph, “B” shall undergo the necessary construction, including minor parts necessary for construction, within the scope of the agreed construction cost.

ARTICLE 4 [CONTRACT AMOUNT]

1. The contract amount under this contract is 8,000,000 Korean won (including VAT), and "B" shall claim the total amount due from "A" after completing the inspection, and "A" pays in cash, through bank deposit, within 30 business days from the date of "B"'s claim.
2. When concluding this contract, “B” must submit a performance guarantee insurance policy equivalent to 10% of the contract amount to “A”.

However, if all or part of the contract deposit is exempted, a document confirming the payment (hereinafter referred to as “contract A memorandum for deposit payment shall be submitted. – *Post is requested to clarify what “contract deposit” is and how all or part of it could be exempted. OTLA notes that no payment deposit is stipulated in the contract.*

ARTICLE 5 [COMPENSATION FOR DELAY]

If “B” does not complete the construction within the deadline, subject to mutual agreement by the parties in writing. “B” may pay “A” an amount equivalent to 3/1000 of the contract amount for each day of delay, or “A” may deduct the same amount stated in the preceding sentence from the contract amount. However, if the construction period is extended due to force majeure, this Article shall not apply during the extension period.

If "B" does not complete the construction within the deadline, "B" may pay "A" an amount equivalent to 3/1000 of the contract amount for each day of delay, or "A" may deduct and pay the same amount from the contract amount. However, if the construction period is extended due to force majeure, this Article shall not apply during the extension period.

ARTICLE 6 [HANDLING DEFECTS]

1. “B” is responsible for one year from the date of completion of the repairs of construction defects found during inspection of the network cabling during the warranty period, except for causes caused by “A” or a third party’s negligence or intentional act to damage the production, design, quality of goods delivered by “B”. After installation is completed, “B” shall conduct free regular inspections for a fixed period in consultation with “A”.
2. “B” must submit a defect warranty insurance policy equivalent to 10% of the total contract amount to “A” after full payment in accordance with Article 3. However, in the case where all or part of the defect

deposit is exempted, a document confirming the payment (hereinafter referred to as “defect deposit A memorandum of payment shall be submitted. – *Post is requested to clarify what “defect deposit” is and how all or part of it could be exempted.*

ARTICLE 7 [START OF CONSTRUCTION]

1. “B” shall undertake the construction project according to the agreed contents of the contract,
2. "A" may request "B" to take necessary measures to subcontract parts of the scope work as necessary if “B” cannot complete the project within the construction period due to delays in all or part of the project. "A" may designate a third party to carry out the construction if "B" is unable to achieve the purpose and deadline of this contract, and the cost required for this shall be borne by "B". Compensation for all damages (personal, material, time, etc.) caused by "B"'s non-fulfillment of the contract shall be separately made.
3. "B" shall not proceed with or suspend the construction or commencement of construction due to the occurrence of the matters in Article 9, and shall conduct consultations with "A" in good faith.

ARTICLE 8 [INSPECTION OF CONSTRUCTION MATERIALS]

1. The materials to be used for construction must be new, and the quality, product name, and specifications must be consistent with the contract document at the time of contract. However, for items that are not clearly specified in the contract documents, samples of standard products must be submitted for prior approval by “A”.
2. “B” must undergo the inspection of “A” before using the material to be used for construction, and the failed material must be immediately replaced with a substitute product and inspected again. However, "B" cannot claim an extension of the contract period or an increase in the contract amount for this reason.
3. If "B" does not immediately remove the rejected material from the site or replace it with a substitute, "A" may unilaterally remove the rejected material or replace it with a substitute, and the cost shall be borne by "B"
4. Among materials used in construction, materials that require combination or testing must be combined or tested in the presence of "A".
 - a. “B” must follow the instructions of “A” when inspecting materials and bear the cost of the inspection.
 - b. Construction that cannot be confirmed from the outside after completion cannot be performed without the participation of “A”.
 - c. Materials brought into the site cannot be taken out of the site without the approval of “A”.
 - d. Except as otherwise stipulated in the contract documents, all materials and equipment must be installed, used and maintained in accordance with the instructions of the manufacturer, supplier or distributor.

ARTICLE 9 [CHANGES IN DESIGN AND CONDITIONS]

"A" may request to change or add construction details or suspend construction when it is deemed

necessary to suspend the execution of part or all of the construction or to change the contract documents. As a result, if an extension or reduction of the contract period or an increase or decrease in the contract amount is necessary, "A" and "B" shall consult and decide.

ARTICLE 10 [GENERAL DAMAGES AND DAMAGES CAUSED BY FORCE MAJEURE SUCH AS NATURAL DISASTERS, ETC.]

Damages incurred to the construction object prior to delivery of the object of construction shall be borne by "B", except for cases attributable to "A". The same applies when damage is caused by a third party. However, in case of force majeure such as natural disaster, "A" may allow extension of the construction work in consultation with "A".

ARTICLE 11 [COMPLETION OF CONSTRUCTION AND INSPECTION]

1. When "B" has completed the construction, it must notify "A" and undergo necessary inspections. "A" proceeds with the inspection immediately unless there is a special reason.
2. If "B" fails to pass the inspection in the preceding paragraph, it must be inspected again after repairing or remodeling it without delay.

ARTICLE 12 [INTELLECTUAL PROPERTY RIGHT, SUCH AS USE OF PATENT RIGHTS]

1. When the project uses construction materials and construction methods that are subject to patent rights and other rights of third parties, "B" shall take all responsibility for the use.
2. Even if a claim is filed by another person for the reason that the goods delivered by "B" infringe on intellectual property rights such as patent rights, utility model rights, design rights, trademark rights, and copyrights of others, "B" is responsible for the claim itself and the handling of the claim, and "A" is exempted.

ARTICLE 13 [DOCUMENT SUBMISSION AND REPORT]

1. If "A" requests any construction-related documents, "B" shall provide said documents in a timely manner.
2. "B" must report the construction progress to "A" upon request of "A".

ARTICLE 14 [CONFIDENTIALITY]

"A" and "B" cannot disclose contract documents and information or confidential information obtained through the contract regardless of whether before or after contract execution.

ARTICLE 15 [PROHIBITION OF SUBCONTRACTING AND TRANSFER OF BONDS]

1. "B" cannot subcontract all or part of the contracted work to a third party. However, when obtaining prior approval from "A", "B" may subcontract to a third party under the responsibility of "B".
2. "B" cannot transfer the right to claim the construction price incurred under this contract to a third party

for purposes other than the purpose of performing the construction.

ARTICLE 16 [FRAUDULENT ACT]

1. "B" shall not intentionally offer or promise undue money or other benefits directly or through a third party for the purpose of acquiring or maintaining business or other unfair profits in relation to this contract to "A" or its executives and employees.
2. In the event that "B" receives a request to provide money or valuables from an employee of "A" or a person pretending to be an employee of "A", "B" must immediately notify "A" (Audit Team) of the fact.
3. In the event of a violation of this Article, "A" may terminate this Agreement immediately, and "B" shall compensate "A" for all damages incurred.

ARTICLE 17 [SETTLEMENT OF DISPUTES]

1. Except as otherwise stipulated in the contract, disputes arising out of the contract shall be settled by agreement between the parties and, if no agreement is reached, through commercial practice. – *Post is requested to confirm if "commercial practice" refers to arbitration or other modes of alternative dispute resolution, and amend the term as appropriate.*
2. For all legal disputes regarding this contract, the court having jurisdiction over the location of "A" shall be the competent court.

ARTICLE 18 [COMPLIANCE WITH LAWS]

Obligation of "B" to comply with all relevant laws, rules and regulations, including security necessary authorizations, permits and licenses with the concerned authorities, at its sole cost, for the completion of the works and services described in the contract. Any liability, fine or penalty resulting from the breach of any law or regulations by "B" shall be its sole responsibility and shall not relieve it of its duties to perform its obligations under the contract.

ARTICLE 19 [NO EMPLOYEE-EMPLOYER OR AGENCY RELATIONSHIP]

The parties agree that each party is an independent entity. Nothing in the contract shall be construed as to constitute any party to be an agent of the other, or to constitute an employment, a partnership or joint venture of any kind between the parties. "A" and "B" mutually agree that there is no employer-employee relationship between "A" and "B"'s and/or its subcontractor/s, their officers, employees, agents, representatives, and/or third parties.

ARTICLE 20 [NON-LIABILITY]

Neither party nor any of its officers, directors, managers, employees, agents and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated in the contract, unless such loss, liability, damage or expense shall be proven to result

directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.

ARTICLE 21 [INDEMNIFICATION]

“B” shall indemnify, defend and hold harmless “A” of any claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of “B”, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

ARTICLE 22 [ENTIRE AGREEMENT]

The contract constitutes the full understanding of the parties and supersedes any and all prior agreements, whether in written or oral form that may exist between the parties. Any alteration of the terms of the contract shall be mutually agreed in writing by both parties. This contract shall be binding on the parties’ respective successors or assigns.

ARTICLE 23 [IMMUNITY AND PRIVILEGES]

Nothing herein shall be interpreted or otherwise cause the waiver or non-application of the immunities and privileges of Post under international laws and principles.