

# CONTRACT OF SERVICE

This Contract is executed by and between the **Embassy of the Republic of Philippines** in Seoul, with Non-profit Business registration number **213-84-10180**, with its office at 80 Hoenamuro, Yongsan-gu, Seoul, Republic of Korea, and represented by MS. MARIA THERESA B. DIZON-DE VEGA, Ambassador, (hereinafter referred to individually as "the Client") and **BNB production** with Business registration number 105-81-88654 represented by Cho Choul Young with its office at 617he 25. Seonyu-ro, 13-gil (hereinafter referred to individually as "the Supplier") and jointly as the "Parties". yeongdeungpo-gu, Seoul

**1. Scope of Work and Output.**

- a. The Supplier agrees produce a four (4) to five (5) minute video based on the submitted videos, still photos and other materials from the Client. The output video, as accepted by the Client, shall be delivered to the Client's designated email address as an HD video on 04 March 2024..
- b. Should the Supplier decide to use other materials not provided by the Client, prior consent from the Client and disclosure on the source of the material shall be necessary.

**2. Term.** This Contract shall commence from the date it is signed by both Parties and until delivery and acceptance by the Client of the agreed video output.

**3. Schedule of Work..** The detailed schedule of the works are as follows:

| Action                 | Lead Time | Date        | Note   |
|------------------------|-----------|-------------|--|
| Synopsis               |           | 16 Feb 2024 | Provided by the Embassy                                |
| Synopsis review        | 1 day     | 16 Feb 2024 | BNB  |
| Videos and Photos      | 1 day     | 19 Feb 2024 | Provided by the Embassy                                |
| Video and photo review | 1 day     | 19 Feb 2024 | BNB  |
| Temporary editing      | 2days     | 21 Feb 2024 | Modification and editing of provided videos and photos |
| English dubbing        | 1day      | 26 Feb 2024 | Voice actor narration dubbing                          |

|   |        |               |   |
|---|--------|---------------|---|
| Audio mixing                            | 1 day  | 27 Feb 2024   | Background music, voice actor narration and audio mixing  |
| Comprehensive edit                      | 5 days | 28 Feb 2024   | Editing, subtitles, hue, saturation exposure compensation |
| Delivery of initial video output        | 1 day  | 29 Feb 2024   |   |
| Check for comments/inputs for revisions | 1 day  | 01 March 2024 | Inspection at the Embassy                                 |
| Delivery of final video output          |        | 04 March 2024 |   |

4. **Payment.** The price of the contracted work is Five Million Eight Hundred Thirty Thousand Korean Won (KRW 5,830,000), which shall be inclusive of VAT. Payment shall be made in cash.

- a. The schedule of payment is as follows:
  - i. Initial payment upon signing of contract (15%): KRW 874,500
  - ii. After initial submission of video, for Client's review (60%): KRW 3,498,000
  - iii. Final payment, upon Client's acceptance of the output (25%) - KRW 1,457,500
- b. The payment of the agreed price will be made in the form of cash, to be deposited in the Supplier's designated bank account:
 

Bank Name : Woori Bank

Account Name : (주)에이비영상

Account Number : 1005-102-302373
- c. The Supplier shall be responsible for all expenses incurred by the Supplier in connection with, or related to, the performance of this contract.
- d. The Client shall pay the Supplier in accordance with the payment schedule in Section 3(a) within three (3) business days upon the happening of the stated condition.

5. **Termination.**

- a. This Contract may be terminated either Party at any time by giving at least five (5) days written notice in advance.

- b. This Contract may be terminated by the non-breaching party at any time by giving prior notice within five (5) days upon the happening of the breach.

In the event of termination, the Supplier shall be entitled to payments pro-rata, and shall constitute full settlement of any and all claims of the Supplier against the Client. In the event that the Client's payment to the Supplier exceeds the equivalent amount of services performed, the Supplier shall refund the excess amount to the Client within five (5) days from determination thereof.

#### 6. Confidentiality and Ownership

- a. The Supplier shall not disclose any information, whether proprietary, confidential or personal, to any person or entity other than the Supplier's assigned personnel to the project or use the same for any purposes other than in the performance of this contract, without prior written approval by the Client, either during or after the completion of this contract.
- b. The Supplier agrees that all files, documents and other material, including intellectual properties thereof, whether created by the Supplier or others, and which shall come into the Supplier's custody or possession in the performance of this contract, shall be the sole and exclusive property of the Client. All such materials and copies thereof in the custody or possession of the Supplier shall be delivered to the Client, immediately upon the termination or conclusion of this contract.

7. **WARRANTIES.** The Supplier represents and warrants that it will perform this contract using reasonable care and skill in the industry and that any end products or materials given by the Supplier to the Client under the terms and conditions of this Agreement shall not infringe on or violate the intellectual property rights or any other right of any third party.
8. **Limitation of Liability.** Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Contract or through or in connection with the completion of obligations under this Contract shall be limited to fees paid by the Client to the Producer. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

9. **Indemnification.** The Supplier shall be solely liable for, and shall indemnify, defend and hold harmless the Client and its successors and assigns from any claims, suits, judgements or causes of action initiated by any third party against the Client, where such actions result from or arise out of the services performed by the Supplier or its members under this Contract. The Supplier shall further indemnify, defend and hold harmless the Client and its successors and assigns from and against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on its part, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgements of or against the Client relating to or arising out of the activities of the Supplier or its employees and subcontractor/s, and the Supplier shall pay reasonable attorneys' fees, costs and expenses incidental thereto.
10. **Use of Subcontractors.** The Supplier may use subcontractors to complete components of the Supplier's obligations hereunder, provided that the Supplier shall remain solely responsible for such contractors' performance, that the Client shall have no obligation to such contractors, and the use of such contractors shall not cause any delay in the work schedule or increase in fees, costs or expenses that would otherwise be payable hereunder.
11. **Settlement of Disputes.** Both parties shall exert their best efforts to amicably settle any dispute, controversy or claim arising out of the contract, or the breach, termination, or invalidity thereof.
12. **No Employer-Employee Relationship.** Nothing in the contract is intended or shall be deemed to create any employment, partnership, agency or joint venture between the parties.
13. **Observation of Laws.** Both parties, including all subcontracted parties, shall comply with the provisions of relevant laws and regulations, such as the Construction Business Act, in the performance of the contract.
14. **Immunity.** Nothing in the contract shall be construed as a waiver by the Client of its diplomatic or consular immunity recognized under international law and national laws of the Republic of Korea.

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

[CLIENT]

Business Registration Number : 213-84-10180  
Business Address : 80 Hoenamu-ro, Yongsan-gu, Seoul  
Field Manager : Anna Gabriella Guinto , Mr. Kwang  
Contact : H.P 010-5286-8225 / T : 02-796-7387  
Business Name : Embassy of the Philippines in Seoul

Representative :

  
**MARIA THERESA B. DIZON-DE VEGA**  
Ambassador



[CONTRACTOR]

Business Registration Number :  
Business Address :  
Business Name :  
Representative :

105-87-88694  
617ho, 25, Seomyu-ro, 13-gil, Yeongdeungpo-gu, Seoul  
BNB Production  
Cho choul yun

