

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Service Contract (the "Agreement") is being made and executed this 19th day of November 2009 at Cainta City, Rizal by and between:

RUBLOU INC., a corporation duly organized and existing under the laws of the Philippines, with office at 131 A. Bonifacio St., Cainta, Rizal, represented in this act by its PRESIDENT, **MRS. RUBY A. TICMAN** hereinafter referred to as the "**OWNER**";

-and-

TRADECON SYSTEMA a corporation duly organized and existing under the laws of the Philippines, with principal offices at 8-Anlakan, Cmpd., Philand Drive, Tandang Sora, Quezon City, represented in this act by its President/Gen. Manager, **ARCH.. VOLTAIRE VILLA VITUG** hereinafter referred as the "**SERVICE CONTRACTOR**"

WITNESSETH:

WHEREAS, the OWNER intends to construct the proposed **RUBLOU COMMUNITY MALL** located at Cogeo, Antipolo, Antipolo City, Rizal hereinafter referred to as the "**PROJECT**";

WHEREAS, the SERVICE CONTRACTOR has represented itself to have the capability, technical expertise, and resources to provide the services required by the OWNER.

WHEREAS, the OWNER has accepted the SERVICE CONTRACTOR'S proposal to provide construction management services for the PROJECT, but subject to the other terms and conditions hereunder stipulated.

NOW THEREFORE:

For and in consideration of the foregoing premises and the mutual covenants and stipulations hereinafter set forth, the parties have agreed as follows

ARTICLE 1

SCOPE OF SERVICES

As stated in proposal

ARTICLE 2

CONSIDERATION

2.1 Contract Amount

As stated in proposal

2.2 Terms of Payment

As stated in proposal

ARTICLE 3

PERFORMANCE OF SERVICES

3.1 Contract Period

The contract period for the SERVICE CONTRACTOR shall be eight(8) months commence on 19 November 2009 unless sooner terminated by the OWNER and/or SERVICE CONTRACTOR under paragraph 3.3 (Annex - Notice of Award)

3.2 Means of Performance of Services

The SERVICE CONTRACTOR shall not be subject to the control and supervision of the OWNER concerning the means and devices to be employed by the SERVICE CONTRACTOR in the performance of its Services, it being understood that the owner is interested only in the results of the SERVICE CONTRACTOR'S Services under this Agreement. The SERVICE CONTRACTOR shall be free to use any means and devices not contrary to law, rules and regulations, and existing policies of the OWNER which the SERVICE CONTRACTOR believes will best enable it to perform its Services and other obligations under this Agreement.

3.3 Contract Termination

Without prejudice to the right of the either party to pursue legal actions against the other party for breach of this Agreement or by reason of default by either party of their obligations and undertakings under this Agreement, the OWNER and or the SERVICE CONTRACTOR, at any time during the effectiveness of this Agreement, shall have the right to rescind or terminate this agreement motu proprio without need of judicial action for any cause determined by the Owner and or Service Contractor by giving 30 days written notice of such termination. In this event, the payment for services rendered by the SERVICE CONTRACTOR shall be made only up to the time of effectiveness of the termination of this agreement, in accordance with the schedule of payments as provided for herein:

ARTICLE 4

SERVICE CONTRACTOR'S PERSONNEL

4.1 Employment Personnel

The SERVICE CONTRACTOR shall employ or retain an adequate number of competent and qualified personnel assigned to occupy the different positions to adequately perform the services under this Agreement.

4.2 Discipline of Personnel

The SERVICE CONTRACTOR shall supervise, control, and maintain efficient and effective discipline over any and all the personnel it may employ or utilize in performing its Services and other obligations under this Agreement. The OWNER shall report and protest to the SERVICE CONTRACTOR any untoward act, negligence, or misconduct, malfeasance, or nonfeasance of the latter's personnel but the SERVICE CONTRACTOR alone shall have the right to impose disciplinary action over the erring personnel.

4.3 Absence of Employer-Employee relationship

This Agreement does not constitute the SERVICE CONTRACTOR, or any of its officers, employees, or staff to be an agent, legal representative, or employee of the OWNER. The SERVICE CONTRACTOR shall at all times be personally and directly responsible for the personnel under its employ. The SERVICE CONTRACTOR'S agent and/or employees shall not in any way be deemed to be agents and/or employees of the OWNER.

4.4 Free and Harmless

In the event of a suit against or impleading the OWNER as a party defendant or otherwise brought by any of the SERVICE CONTRACTOR'S personnel on the theory that the OWNER is the employer of such personnel or is liable as such, the SERVICE CONTRACTOR shall assist the OWNER in defending this Agreement as establishing between the OWNER and SERVICE CONTRACTOR the relation of the principal and independent contractor and shall hold the OWNER free and harmless against any judgment made against the OWNER in favor of said personnel based on such theory or against any claim, action or suit by any of the employees / contract workers of the SERVICE CONTRACTOR in connection with or arising out of or in the course of their employment in the PROJECT. The OWNER shall not be held responsible in any manner for any claim for personal injury or damage, including death caused to any third persons and for claims of any nature arising out of their duties in connection with this Agreement.

ARTICLE

MISCELLANEOUS

5.1 Conflict of Interest

During the effectiveness of this Agreement, the SERVICE CONTRACTOR or any of its personnel shall not be directly or indirectly interested in any contract or agreement concerning any phase or aspect of the construction, or for the sale of any materials, products or equipment to any Contractor for use in the construction of the PROJECT.

5.2 Amicable Settlement

The parties agree to use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or in the interpretation thereof.

5.3 Venue of Judicial Action

Each of the parties irrevocably agrees that the exclusive venue shall be with the Construction Industry Arbitration Commission (CIAC), with that respect to any action or proceeding relating to its Agreement.

5.4 Confidentiality

The SERVICE CONTRACTOR shall not communicate to any person or entity any information disclosed to it for purpose of the services nor shall the SERVICE CONTRACTOR or its personnel make public any information as to the recommendation formulated in the course of or as a result of the Services.

5.5 Other Conditions

As stated in proposal

IN WITNESS WHEREOF,
and place above stated.

The parties have hereto set their hands on the date

RUBLOU INC.
Owner

Owner

By:

MRS. RUBY A. TICMAN
PRESIDENT

TRADECON SYSTEMA

By:

ARCH. VOLTAIRE VILLA VITUG,uap
President/Gen. Manager

Signed in the presence of

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
)

BEFORE ME, a Notary Public in _____, on this _____ day of
_____, 2009 personally appeared.

Name	CTC No.	Date and Place of Issuance

Known to me to be the same persons who executed the foregoing Service Contract and they further acknowledged to me that the same is their free voluntary act and deed and that of the corporation herein represented.

This instrument consist of ____ (____) pages including this page on which the acknowledgement is written, signed by the parties and their witnesses on all pages

WITNESS MY HAND AND SEAL this _____ day of _____, 2009 in _____.

Notary Public

Until _____
PTR No. _____

Issued on _____
Issued in _____

Doc. No. _____
Page No. _____
Book No. _____
Series _____