

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Agreement** is made and entered into this _____ day of _____ 2017, at _____, by and between:

KASCASH MARKETING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit E-2904 A Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City, Metro Manila, represented herein by its General Manager, **TAN ENG HWA**, hereinafter referred to as "**FIRST PARTY**";

- and -

_____, of legal age, Filipino, an owner and authorized operator of lotto _____ outlet with business address _____ (or located) at _____, represented herein by _____, hereinafter referred to as "**SECOND PARTY**";

WITNESSETH, THAT:

WHEREAS, the FIRST PARTY is a supplier and distributor of instant scratch ticket products under the Nationwide Instant Ticket Program of the Philippine Charity Sweepstakes Office ("PCSO"), the products hereinafter called the "SCRATCH TICKETS";

WHEREAS, the SCRATCH TICKETS are sold at a retail price of TWENTY PESOS (₱20.00) per ticket or TWO THOUSAND PESOS (₱2,000.00) per booklet. Each booklet contains one hundred (100) SCRATCH TICKETS;

WHEREAS, the SECOND PARTY agrees to sell and distribute the different variants of the SCRATCH TICKETS of the FIRST PARTY, and the FIRST PARTY agrees to provide the SCRATCH TICKETS in accordance with the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, terms, stipulations, and conditions hereinafter set forth, both PARTIES hereby mutually agree as follows:

1. TERMS AND CONDITIONS

- 1.1 The SECOND PARTY may purchase the SCRATCH TICKETS in CASH BASIS. Payment should be paid through bank deposit at BDO. Account Name: Kascash Marketing Corporation Acct # : 3430-101993. OR PNB Account Name: Kascash Marketing Corporation Acct # 485135500028 OR BPI Account Name: Kascash Marketing Corporation Acct # 4011-0060-14. Upon confirmation of payment, delivery of order shall either be thru LBC or personal delivery depending on the volume.

The SECOND PARTY should exclusively cover the area/province

- 1.2 The SECOND PARTY will purchase a minimum initial order of FIFTY (50) booklets of the SCRATCH TICKETS. The SECOND PARTY further commits to purchase a minimum monthly order of FIVE HUNDRED (500) BOOKLETS per month for all areas starting 30 days thereafter.
- 1.1 The FIRST PARTY shall evaluate the sales performance of the SECOND PARTY on a monthly basis for 1 year. If the SECOND PARTY fails to meet the monthly target of FIVE HUNDRED (500) booklets, The FIRST PARTY has the option to look for additional distributor to cover the area /province.
- 1.2 The SECOND PARTY shall be entitled to:
 - a. A sales discount of TWO HUNDRED FORTY PESOS (₱240.00) per booklet of 100 tickets, or a wholesale price of ONE THOUSAND SEVEN HUNDRED SIXTY PESOS ₱1,760.00) per booklet or 12% discount , for cash transactions only.
 - b. A TEN PERCENT (10.00%) Seller's Prize for selling SCRATCH TICKETS with winning prizes of TEN THOUSAND PESOS (₱10,000.00) and above, provided, however, that the SECOND PARTY shall present to FIRST PARTY the original Ticket Distribution Receipt ("TDR") when claiming its Seller's Prize.
 - c. Marketing collaterals such as posters, banners, and streamers, if and when available, shall be provided by the FIRST PARTY to the SECOND PARTY at no cost to the SECOND PARTY, to assist the SECOND PARTY in promoting the SCRATCH TICKETS in their outlets.
- 1.3 The SECOND PARTY shall be responsible for all acts of its operators, agents, or representatives, in case of lost SCRATCH TICKETS, embezzlements, and any other fraudulent acts that the SECOND PARTY's operator, agent, or representative may cause on the SCRATCH TICKETS.
- 1.4 The SECOND PARTY shall submit to the FIRST PARTY, on a weekly basis, all the winning SCRATCH TICKETS fully paid and redeemed by the SECOND PARTY, together with the corresponding Summary of Winning Tickets Paid Report attached herewith as Annex A for reference, in order to be entitled for reimbursement. These maybe send thru LBC (P50,000.00- winning tickets) and charge the courier to FIRST PARTY.
- 1.5 The FIRST PARTY's authorized sales representative shall deliver the SCRATCH TICKETS to the SECOND PARTY's outlet and shall collect payments for the SCRATCH TICKETS purchased by the SECOND PARTY.
- 1.6 The SECOND PARTY shall request and obtain from the FIRST PARTY's authorized sales representative the official Ticket Distribution Receipt for every transaction made by the SECOND PARTY.
- 1.7 The SECOND PARTY shall submit the completely filled out Customer Profile, attached herewith as Annex E for reference.

2. WINNING TICKETS REDEMPTION

- 2.1 For redemption of valid winning SCRATCH TICKETS, the SECOND PARTY shall be required to pay the claimants, for and in behalf of the FIRST PARTY and the PCSO, cash prizes of up to FIVE THOUSAND PESOS (₱5,000.00) only, upon presentment and submission of the winning SCRATCH TICKETS to the SECOND PARTY. The SECOND PARTY shall make sure to carefully and vigilantly validate the winning SCRATCH TICKETS prior to paying the claimant.
- 2.2 Redemption of valid winning SCRATCH TICKETS amounting to more than FIVE THOUSAND PESOS (₱5,000.00) or hereinafter called the "HIGH TIER" winning SCRATCH TICKETS shall be redeemed only at the PCSO Head Office, with office address at Sun Plaza Building, 1507 Shaw Boulevard corner Princeton Street, Mandaluyong City, or at the Head Office of the FIRST PARTY located at Unit 208, The Atrium of Makati, Makati Avenue, Makati City.
- 2.3 In case of any double claimed tickets at the area due to pilferage , the SECOND PARTY, will be held accountable for it.
- 2.4 All the winning SCRATCH TICKETS redeemed and fully paid by the SECOND PARTY can be used=as payment for reorders or may also be reimbursed to cash.
- 2.5 Expiration of tickets redemption for variants will be advised by FIRST PARTY.

3. AGREEMENT PERIOD

- 3.1 This Agreement shall be effective for a period of one (1) year from signing hereof, and thereafter shall be renewed for the same period of time unless one party notifies the other party in writing at least thirty (30) days prior to the expiration of this Agreement, of its intention not to renew the same or to re-negotiate the terms and conditions of this Agreement, as may be mutually agreed upon by parties herein;
- 3.2 This Contract may be pre-terminated by either party due to violation of any provision hereof or for any reason provided by law for rescission of contracts, provided a written notice of intention to terminate is given by terminating party to the other party at least thirty (30) days prior to the date of intended termination.
- 3.3 The Parties may execute a written supplemental/amended agreement to effect any changes, amendments or modifications as may deemed appropriate or necessary upon mutual agreement.

4. CONFIDENTIALITY

All information obtained in this MOA shall be considered as confidential information and shall not be disclosed to any person or entity.

5. WARRANTY

Each of the Parties hereby warrant to each other that they have full right, power and authority to enter into this Agreement, perform and observe the terms and conditions of this Agreement, and that they have taken all appropriate and necessary corporate actions including the issuance of Board Resolutions, if necessary, to authorize the respective execution hereof.

IN WITNESS WHEREOF, the parties hereby affixed their signatures this _____ day of _____, 2017 at _____.

KASCASH MARKETING CORPORATION

NAME OF SECOND PARTY

TAN ENG HWA
General Manager

DISTRIBUTOR _____

IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, this ___ day of _____
2017, personally appeared the following:

Name	Valid ID	Date / Place Issued
Kascash Marketing Corporation By: TAN ENG HWA		
By: Representative of Second Party		

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of _____ pages including this notarial page and acknowledged to me that the same is their free and voluntary act and deed of the corporations they represent.

Done in _____ this ___ day of _____ 2017.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2017.