



PASUGUAN NG PILIPINAS

EMBASSY OF THE PHILIPPINES

SEOUL

NOTICE TO PROCEED

27 November 2020

**MR. RYAN PARK**

General Manager, Marketing Intelligence Team  
SM2 Networks Co., Ltd.  
12flr., PyeongChon SmartBay, 123, Beolmal-ro  
Dongan-gu, Anyang-si, Gyeonggi-do

Dear Ms. Kim:

Notice is hereby given to **SM2 Networks** that work may commence for the **“Social Listening Tool Subscription, Monitoring, Data Analysis and Management”** for the *Philippine Department of Tourism-Korea* effective immediately after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of our agreement for the Social Listening Tool Subscription, Monitoring, Data analysis and Management for one (1) year, starting 1 December 2020 until November 30, 2021.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below and email back to us the signed copy at [pdot@philippinetourism.co.kr](mailto:pdot@philippinetourism.co.kr) and [lily@philippinetourism.co.kr](mailto:lily@philippinetourism.co.kr).

Very truly yours,

**MARIA CORAZON JORDA-APO**  
Tourism Director  
Philippine Department of Tourism

Conforme:

SM2 Networks Co., Ltd.

Date: 20 November 2020

Philippine Department of Tourism-Korea

Suites 102 & 801, Paiknam Bldg., Euljiro 1 (il)ga, Jung-gu, Seoul 04533, South Korea  
Tel: (822) 598-2290 Fax: (822) 318-0520 Email: [pdot@philippinetourism.co.kr](mailto:pdot@philippinetourism.co.kr) Website: [itsmorefuninthephilippines.co.kr](http://itsmorefuninthephilippines.co.kr)



Embassy of the Republic of the Philippines  
Pasuguan ng Pilipinas  
Seoul

**ACKNOWLEDGMENT**

EMBASSY OF THE PHILIPPINES)  
CONSULAR SECTION ) S.S  
SEOUL, SOUTH KOREA

BEFORE ME, **LYZA MARIA S. VIEJO**, duly commissioned and qualified in Seoul on this date, 12/3/2020 (month/day/year), personally appeared the following person/s:

Name	Passport #	Place of Issue	Date of Issue
MARIA CORAZON G. JORDA-APO	D0003989A	PE SEOUL	10/21/2019
YOUNG IL PARK	M35088200	MOFA KOREA	1/22/2013

known to me to be the same person/s who executed the annexed instrument, and being informed by me of the contents of said instrument, acknowledged before me that he/she/they executed the same of his/her/their own free will and deed. The said party/parties, with two (2) instrumental witnesses, signed at the foot of the instrument which, together with annexes and acknowledgment consists of 10 pages.

As for the contents of the annexed document, the Embassy assumes no responsibility whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand on these presents and affixed hereon the seal of the Embassy of the Republic of the Philippines in Seoul, Republic of Korea, this date (month/day/year): 12/3/2020.



*Lyza Maria S. Viejo*  
**LYZA MARIA S. VIEJO**  
Vice Consul

Doc. No.: 2047  
Page No:318  
Series of 2020  
Fee Paid: 33,550 KRW  
OR Number: 9319771  
Service Number: 52636

**ANNEXED DOCUMENT: LICENSE AND MANAGEMENT AGREEMENT BY AND BETWEEN MARIA CORAZON JORDA-APO, TOURISM DIRECTOR OF PHILIPPINE DEPARTMENT OF TOURISM-KOREA AND RYAN PARK, GENERAL MANAGER OF SM2 NETWORKS CO., LTD.**

Social Listening Tool: Synthesio  
LICENSE AND MANAGEMENT AGREEMENT

2020 . 11 . 27 .

Philippine Department of Tourism-Korea  
SM2 Networks Co., Ltd.

*by [Signature]* 1

The Philippine Department of Tourism-Korea ("PDOT-Korea") and SM2Networks Co., Ltd. ("SM2") contracted as follows based on mutual trust in relation to the "Synthesio license supply" ("the Agreement").

#### **Article 1 (Purpose)**

The purpose of this Agreement is to set forth all matters, including rights and obligations between the parties, necessary for PDOT-Korea to avail of the "Synthesio Services" and "Supply."

#### **Article 2 (Definition of Terms)**

1. "Synthesio Services" refers to Synthesio, a social listening tool of Synthesio of the United States of America, which is supplied and licensed to PDOT by SM2 in accordance with this agreement.
2. "Supply" refers to any act that SM2 provides which includes installation of Synthesio social listening tool and provision of monitoring, data analysis and management support for PDOT-Korea to use Synthesio Services in accordance provisions of this contract.
3. "Manufacturer" means Synthesio of the United States as the original author who owns intellectual property rights such as copyrights for Synthesio services.

#### **Article 3 (Effectivity)**

1. This contract shall take effect upon signing by both parties, and may be changed by agreement between PDOT and SM2 within the scope of and without violating relevant laws and regulations if a reasonable reason occurs.
2. Any changes in the contract must be approved in writing by both parties.

#### **Article 4 (Service Period)**

The term of this contract is a 12-month period from December 1, 2020 to November 31, 2021, which includes the period of installation of Synthesio. Extension of the contract may be decided by mutual discussion within 50 days before the contract expires.

#### **Article 5 (Service Fee and Payment)**

1. For PDOT-Korea's use of the "Synthesio Services and "Supply", the total amount to be paid to SM2 is **KRW 70,180,000 (VAT included)** which consists of two parts: Subscription Fee, and Management Fee, with payments to be requested as follows.
  - a) Subscription Fee, total amount of **KRW 31,400,000 [VAT excluded]** will be billed twice within the year, as follows:
    - a.1) Down payment claim date: December 10, 2020
    - a.2) Balance billing date: January 10, 2021

*Handwritten signature* 2

- b) Management Fee, total amount of **KRW 32,400,000 [VAT excluded]** will be paid in 12 payments within the year starting from January 1, 2021 ~ December 2021.

Attached as "ANNEX A" is the payment schedule.

2. PDOT-Korea shall pay in cash to the bank account SM2 below within 60 days from the date of request for payment by SM2.

Bank Name: KOOKMIN BANK  
Account Name: SM2 Networks Co.,Ltd  
Account Number: 817201-04-081424

3. It is hereby expressly understood that a request for payment which is not supported by proof of services rendered by the SM2 shall be a ground for withholding of payment of whatever amount is due SM2 until such time that said proof is submitted and certified acceptable by PDOT-Korea.

#### Article 6 (Obligation of "SM2")


1. The scope of work of SM2 shall include the following:

a. Data Source Coverage

- Facebook
- Twitter
- Instagram
- YouTube
- Cafés, Communities and other platforms

b. Provide the following:

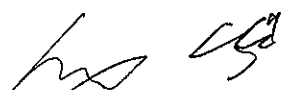
- b.1 **Installation of Social Listening Tool:** Web-based application access that can track the abovementioned platforms for mentions and conversations as determined by PDOT-Korea. The access shall be provided to PDOT-Korea for a period of one year. The tool should allow PDOT-Korea to create and customize in its dashboard additional information or trends that PDOT-Korea can derive based on actual experience and situations happening in the environment/ market realtime.
- b.2 **Historical Data:** The Social Listening Tool should be able to provide up to the last three (3) years' worth of data.
- b.3 **Trend Analysis:** Identify trends that AI has determined to be the most statistically significant among topics to capture insights and signals.
- b.4 **Competitor Analysis:** Evaluate Social Key Performance Indicators (KPIs) for key competitive brands to determine who is the Winner of Social Conversion. In addition, with this, provides data to benchmark social marketing and promotions of competing brands and uses them to develop its own brand marketing messages.
- b.5 **Influencer Analysis:** Collect brand-managed Influencers to track their performance across SNS. Discover new Influencers favorable to brands and suggest ways to utilize their influence.

 3

- b.6 **Brand/Product Awareness & Health:** Measure 'Share of Voice' to estimate awareness online – Social Media, Blog, Forum, News etc. And explore the factors of satisfaction & dissatisfaction with the Philippine travel experience through emotional analysis
- b.7 **Campaign Analysis:** Analyze the social response and ripple effect of campaigns. Measure Engagement Rate, the percentage of users exposed to the campaign, and measure Marketing Activity based on Media Value converted to USD by campaign topic and sub-attributes.
- b.8 **Top Hashtags:** In relation to the brand, the top hashtags that consumers actually use are identified, and hashtags that can be used for marketing.
- b.9 **Media Wall:** Check in one place what images and videos are becoming viral in relation to brands and products.
- b.10 **Customer Sentiment:** Monitor Sentiment Share and Trend, which have a major impact on brand reputation, and manage consumer need detection and customer experience.
- b.11 **Crisis Management:** Easily identify keywords subject to crisis management and help them search for themselves at any time so that they can quickly identify fraudulent issues. It also monitors customer responses quickly and easily, and helps strategic crisis management by identifying factors that affect Brand Health.
- b.12 **Supplemental Tourism Market Trends and Competitor Data:** Provide information on the top tourism source markets of the Philippines and the top competitors of the Philippines in Korea, and other related information.
- b.13 **Monthly Output and Report Generation:** Provide accurate and detailed performance reports with professional analysis and extract trend analysis or other specific relevant data as may be needed or required by PDOT-Korea from time to time.
2. Should PDOT-Korea have complaints in relation to Syntesio services and supply and SM2 determines that complaints raised by PDOT are justified, SM2 will promptly resolve the problem. In cases when SM2 encounter difficulties in resolving the situation, SM2 shall inform PDOT-Korea right away of the findings as well as the schedule or time required in fixing the problem.
3. Delay by SM2 in the delivery of its tasks as enumerated above, by reason of its failure or refusal to complete its undertakings as scheduled without valid justification as approved by the DOT-Korea shall be a basis for DOT-Korea to deduct from whatever amount is due to the SM2 by reason of this Agreement, a penalty fee in the sum equivalent to one percent (1%) of the corresponding Management Fee on a daily basis until said services is completed or delivered to the satisfaction of the DOT-Korea.

#### Article 7 (Obligation of "PDOT-Korea")

1. PDOT-Korea shall pay the fee for the availment of Synthesio Services and Supply by the designated date, and shall immediately notify SM2 of any changes such as billing address and contact information.

 4

2. PDOT-Korea cannot provide Synthesio Services to a third party for commercial purposes or any other purposes.

### **Article 8 (Confidentiality)**

PDOT-Korea and SM2 shall not share to any third party trade secrets or customer-related information learned during the execution and for two years after the termination of this contract, without the written consent of the other party. Such information shall not be shared or used for any purpose other than the performance of this contract.

### **Article 9 (Service Use Time)**

1. Synthesio Services is serviced 24 hours a day, 365 days a year. However, it may be temporarily unavailable due to unavoidable reasons such as regular system inspection of the Synthesio Services manufacturer located in the USA, and software upgrade work. For the temporary unavailability of service due to such a pre-scheduled operation, SM2 should notify PDOT-Korea in advance over a considerable period of time.
2. Service may be temporarily unavailable due to force majeure which are beyond the control of SM2, such as national emergency, natural disaster, and failure of the national infrastructure. In such cases of service interruption, the SM2's obligation to notify in advance is exempted.

### **Article 10 (Ownership)**

1. Ownership of all functions, services and designs provided by Synthesio Services belongs to "Manufacturer", and PDOT-Korea is granted the right to use Synthesio Services during the contract period.
2. If one party provides confidential information to the other party pursuant to this contract, this does not grant the other any rights or use rights under trademarks, works or patents currently or in the future.

### **Article 11 (Immunity due to Force Majeure)**

The parties to this contract shall, if all or part of this contract is defaulted due to natural disasters such as flood, fire, earthquake, war, etc. and force majeure reasons such as government regulation, all or part of the default It is not regarded as default by violating the contract of the party to be done.

### **Article 12 (Governing Law and Jurisdiction)**

1. Matters not specified in this contract are subject to relevant laws and business practices of the Republic of Korea, such as the Telecommunications Business Act.
2. Disputes arising from the use of the service must first be resolved through amicable consultation between the two parties before deciding to settle disputes by arbitration at the

  5

Korea Commercial Arbitration Board in accordance with the applicable law and procedures through which it must be resolved.

**Article 13 (Others)**

1. Matters not specified in this contract or any objection to the interpretation of this contract shall be resolved through agreement between the parties, and matters not agreed upon shall follow generally accepted commercial practices.
2. Prior to this contract, all agreements related to this contract, written or orally, are invalid, and only the contents stipulated in this contract are valid and are finally agreed upon.
3. All attached documents form part of this contract. Attachment 1. Final quotation of service

PDOT and SM2 shall prepare 3 copies of this contract, sign and seal each, and keep 1 copy for SM2 and 2 copies for PDOT-Korea.

November 27, 2020

**Philippine Department of Tourism-Korea :**


  
**MARIA CORAZON JORDA-APO**  
Tourism Director

**SM2 Networks Co.,Ltd:**

  
**RYAN PARK**  
General Manager  
Market Intelligence Team

Witnesses:

  
\_\_\_\_\_

SHIN SOOKWAN  
  
\_\_\_\_\_



# Payment Schedule

Amount

Payment Schedule	Subscription	Management	VAT	TOTAL
<b>DEC 20, 2020</b>	KRW 15,700,000		KRW 1,570,000	KRW 17,270,000
<b>JAN 21, 2021</b>	KRW 15,700,000	KRW 2,700,000	KRW 1,840,000	KRW 20,240,000
<b>FEB 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>MAR 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>APR 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>MAY 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>JUN 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>JUL 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>AUG 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>SEP 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>OCT 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>NOV 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>DEC 21, 2021</b>		KRW 2,700,000	KRW 270,000	KRW 2,970,000
<b>GRAND TOTAL</b>				<b>KRW 70,180,000</b>