

SERVICE LEVEL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** is made this day of

in Laguna, Philippines by and between:

NYK-FIL MARITIME E-TRAINING, INC., a corporation duly organized and existing under the laws of the Philippines with business address at NYK-TDG I.T. Park, Knowledge Ave, Carmelray International Business Park, Canlubang, Laguna, Philippines, herein represented by its General Manager, **CAPT ELISEO Z. CLEMENTE, JR.**, and hereinafter referred to as the "**NETI**";

-and-

CAPT. EDGAR SULPECIO C. LLORENTE, 57, Filipino, of legal age and a resident of 311 MCKINLEY ST., SIATON, NEGROS ORIENTAL hereinafter referred to as the "Lecturer".

WITNESSETH, That:

WHEREAS, NETI is engaged in maritime training using state-of-the-art equipment for marine officers and ratings and develops customized training courses designed to meet the specific requirements of its Customers:

WHEREAS, NETI is in need of maritime professionals qualified to instruct seafarers in the mandatory and other courses offered by NETI;

WHEREAS, the Lecturer is an independent service provider who possesses the competencies, qualifications, knowledge and experience to perform the consulting services required under this Agreement;

WHEREAS, NETI desires to engage the Lecturer's services for its business requirements and the Lecturer is willing and able to provide said services;

NOW, THEREFORE, for and in consideration of the foregoing premises, parties hereby agree, as follows:

1.	Term. The term of the Agreement will be for a period of	commencing on
	and expiring on	(the "Term").
2.	Services. The Lecturer shall teach NMC MANDATORY UPO	GRADING IMMAJ/PJMCC courses.

- 3. Standard of Conduct. In rendering the services under this Agreement, the Lecturer shall conform to high professional standards of work and business ethics. The Lecturer shall not use time, materials, or equipment of NETI without the latter's prior written consent. In no event shall the Lecturer take any action or accept any assistance or engage in any activity that would result in any other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for NETI.
- **4. Compensation.** The Lecturer shall be paid a gross professional fee of per day subject to withholding tax. The government-mandated benefits such as SSS, PhilHealth and PAG-IBIG contributions shall be for the account of the Lecturer.
- **5. Taxes**. The Lecturer shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement. The Lecturer understands that he is responsible to pay, according to law, taxes

applicable to the services he renders and shall, when requested by NETI, properly document to NETI that any and all such taxes have been paid.

- **6. Relationship between the parties.** This Contract does not in any way create an employer-employee relationship between the parties. Neither is one party the agent nor representative of the other. For all intents and purpose, both parties are independent.
- **7. Intellectual Property Rights.** This Agreement does not give rise to a transfer of ownership of intellectual property rights from one party to the other.

The parties agree that during the course of the Agreement and even after its termination, that both shall not use the intellectual property rights of the other without written consent for a valid purpose.

- **8. Termination.** Either Party may terminate the Contract for cause upon written notice served to the other stating the reason and effective date of termination.
- **9. Responsibility upon Termination.** Any equipment provided by NETI to the Lecturer in connection with or furtherance of this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, without need of demand, be returned to the Company.
- **10. Confidentiality.** A party must not, without the prior written consent of the other parties, disclose any of the substantive terms or conditions of this Contract to any third party.

Parties further agree that all data or information received or gathered by each of them, its employees, agents or representatives in the course of or in the performance of their obligations herein shall be deemed and kept confidential. Such data or information shall not be divulged by any party, its employees, agents, or representatives to any third party except when disclosure is compulsorily required by law or judicial decision or as expressly authorized by the other party in writing.

The foregoing obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Agreement.

11.Severability. If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and at the place first above-written.

NYK-FIL MARITIME E-TRAINING, INC. Represented by:	
CAPT. ELISEO Z. CLEMENTE JR.	
Signed in the pr	resence of:
MS. GRACE M. MARTINEZ	MR. JAYSON L. ROBES