ANNUAL CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated 1 December 2023.

BETWEEN:

BW IP Holdings Limited, 64 Southwark Bridge Road, London, England, SE1 0AS (hereinafter referred to as the "Client")

AND

Jerico Legaspi, Purok 3, Songculan, Dauis, Bohol (hereinafter referred to as the "Contractor")

BACKGROUND

 A. The Contractor has the necessary qualifications, experience and abilities to provide the services (as defined below) to the Client.
 B. The Contractor is agreeable to providing such Services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client agrees to engage the Contractor in the role of **MAGENTO 2 DEVELOPER** to provide the Client with the following services (the "Services"):

- Develop, maintain, and optimize our Magento 2.x e-commerce platform, ensuring seamless functionality across our multistore setup.
- Integrate and configure payment gateways to facilitate secure and efficient transactions.
- Create, modify, and troubleshoot Magento plugins to enhance website features and improve user experience.
- Create or customize and modify Magento themes to align with our brand guidelines and aesthetic.
- Collaborate with cross-functional teams, including marketing, sales, and product management, to deliver a cohesive and high-performing e-commerce platform.
- Participate in an agile, SCRUM-based development process, with a focus on continuous improvement and iterative development.
- Provide technical support and troubleshoot issues as they arise, ensuring prompt resolution and minimal disruption to the user experience
- Maintaining the site speed performance on all of the sites.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and last for 12 months (the "Period") unless terminated earlier in accordance with the terms of this Agreement.

4. Prior to the end of Period, the Parties will agree in writing whether the contract will be extended and the terms of any such extension.

5. In the event that either Party wishes to **terminate this Agreement**, that Party will be required to provide **14 days'** written notice to the other Party.

6. Should the Contractor not provide the Services at any stage during the Period, the Client is not obliged to make the relevant Payment (as defined below).

7. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately.

8. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

AVAILABILITY

9. The Contractor shall set their own hours of work but shall ensure (in the opinion of the Client) a reasonable level of availability within the Client's regular business hours, as relevant for the time zone in which the Contractor is working.

10. The Client's normal operating week is Monday to Friday, and the Contractor shall have no entitlement to pay during periods when Services are not carried out (for example sick days and public or personal holidays).

PERFORMANCE

11. The Contractor shall provide the Services in an expert and diligent manner with all due care, skill and ability and use their best endeavours to promote the interests of the Client and shall promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

12. No Payment shall be due where the Services have not been performed to the Client's satisfaction or for any time spent by the Contractor rectifying any defective Services or any default in the provision of the same.

13. As the Contractor may have access to the Client's information, the Contractor has agreed not for the duration of the Period to undertake projects with direct competitors, customers or suppliers of the Client unless otherwise agreed in writing by the Client.

CURRENCY

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in **PHP**.

PAYMENT

15. The Contractor will charge the Client for the Services at the rate of **715 per hour** (the "Payment"). When the Contractor is full-time, charges over 8 hours a day will need prior agreement.

16. The Client will be invoiced bi-monthly or monthly as agreed between the Parties.

17. Invoices submitted by the Contractor to the Client are due within 7 days of receipt.

18. The Payment as stated in this Agreement does not include Value Added Tax (or equivalent). Any Value Added Tax (or equivalent) required will be charged to the Client in addition to the Payment and the Contractor shall ensure that any invoice supplied complies with all statutory requirements concerning Value Added Tax (or equivalent).

19. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in

respect of any such payments or related direct or indirect losses or liability (including but not limited to any damages, costs (including legal costs), expenses and charges and any related fines, penalties or interest) incurred by the Client.

DATA PROTECTION

20. In this Clause 19 the terms 'personal data', 'data controller', 'data processor', 'data subject', 'personal data breach' and 'process' or 'processing' each have the same meaning as used in the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and once enacted or directly enforceable in England and Wales any replacement thereof), Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as the "GDPR"), together Data Protection Laws.

21. The Contractor acknowledges that the Client will collect and process information relating to the Contractor.

22. The Parties agree that, with respect to the parties' rights and obligations under this Agreement and with respect to any means any and all personal data which is provided by or on behalf of the Client to the Contractor or which is otherwise processed by the Contractor as a result of or in connection with the provision of the Services and for which the Client is the data controller (Client Data), the Client is the data controller and Contractor is the data processor of the Client Data and that, where the Contractor processes personal data on behalf of the Client, the Contractor in each case shall comply with the requirements of these 19-23.

23. The Contractor shall:
    a. comply with their obligations under any applicable law regarding the processing o the Client Data (including the Data Protection Laws), and shall not by any act or omission put the Client in breach of any such laws (including the Data Protection Laws);
    b. only process Client Data for the purpose of providing the Services under this Agreement (and for no other purpose whatsoever) and only in accordance with the Client's documented instructions from time to time;
    c. notify the Client as soon as is reasonably practicable if the Contractor reasonably believes an instruction from the Client breaches (or could cause either party to breach) the Data Protection Laws;
    d. process personal data other than in accordance with clause 22(c) only if required to do so by law, in which case the Contractor shall where permitted by the Data Protection Laws use reasonable endeavours to inform the Client of the relevant legal requirement before processing;
    e. ensure that access to the Client Data is strictly limited to persons (including any sub processor) who need access to it as strictly necessary to perform the Services under this Agreement;
    f. ensure that Client Data is processed securely and confidentially;
    g. provide to the Client at any time on request a detailed written description of the measures in place to protect the Client Data as required under clause 22.5 above;
    h. not transfer the Client Data to countries outside the UK or the European Economic Area ("EEA") without the Client's prior written authorisation (not to be unreasonably withheld) and, at the reasonable request of the Client, enter into a separate written agreement relating to the transfer of personal data outside of the EEA (or otherwise

enter into an alternative arrangement as may be approved under the Data Protection Laws relating to the transfer of data outside of the EEA);

i. notify the Client in writing promptly (and in any event within 2 business days) of any notices received by the Contractor (or any sub-processor) relating to the processing of any Client Data, including requests from individual data subjects in relation to the exercise of their rights, complaints and/or correspondence from any regulatory body including any competent data protection supervisory authority and the Contractor shall provide such information and assistance as the Client may reasonably require in relation to any such notice;

j. assist the Client in meeting the Client's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;

k. assist the Client in meeting its obligations under the Data Protection Laws with respect to data security, breach notification (including notification to any supervisory authority and communication to data subjects), data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;

l. not permit any processing of the Client Data by any agent, sub-contractor, supplier or other third party (each a sub-processor) without the prior written authorisation of the Client in each case (not to be unreasonably withheld). Notwithstanding the engagement of any sub-processors, the Contractor shall remain liable to the Client for the acts and omissions of such third parties as if they were acts and omissions of the Contractor;

m. at the choice of the Client (and in any event on termination or expiry of this Agreement unless otherwise notified in advance by the Client) either securely and confidentially return to the Client all Client Data or securely and confidentially destroy the Client Data; and

n. at the reasonable request of the Client, make available all information necessary to demonstrate the Contractor's (and any sub-processor's) compliance with their obligations under this Agreement and permit the Client and its representatives (at no cost to the Client) to inspect and audit the Contractor's data processing activities (and those of their sub-processors) and comply with all reasonable requests to enable the Client to verify and/or procure that the Contractor (and any sub processor) is complying with the provisions of this Agreement.

24. The Contractor shall indemnify and keep indemnified the Client in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by the Client or for which the Client may become liable due to or resulting from any breach by the Contractor or the Contractor's agents, suppliers or sub-processors of the Contractor's obligations (including in respect of any breach of the Data Protection Laws) under this Agreement. Notwithstanding any other provision of this Agreement, the Contractor's liability under these clauses 19 - 23 shall not be subject to any limitation or exclusion.

CONFIDENTIALITY

25. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

26. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

27. The Contractor agrees to delete and destroy Client's passwords, and not to access any systems or platform of the Client that the Contractor would have had access to as a part of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

28. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

29. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

30. Upon the expiry or termination of this Agreement, and at any stage upon request by the Client, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

31. This Agreement constitutes a contract for services and not a contract of employment and nothing in this Agreement shall constitute or be construed constituting or establishing any employment relationship. Partnership, agency arrangement or joint venture between any of the parties for any purpose. The parties agree and acknowledge that the Contractor is not an agent for the purposes of the Commercial Agents (Council Directive) Regulations 1993.

NOTICE

32. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing using the Parties email addresses, or to such other address as either Party may from time to time notify the other.
    a.   **CLIENT: BW IP - info@bwipholdings.com**
    b.   **CONTRACTOR: Jerico Legaspi – jerico@bwipholdings.com**

INDEMNIFICATION

33. Without prejudice to any other indemnities included in this Agreement, the Contractor agrees to indemnify and keep indemnified the Client against any and all losses or liability incurred by the Client in respect of or in connection with:
    a.   any income tax, National Insurance or social security contributions (or equivalent) which may arise in connection with this Agreement, where such recovery is not prohibited by law;

b. any penalties or interest to the extent that the same arise by reason of the Contractor failing to account to the relevant tax authorities for tax and/or National Insurance contributions (or equivalent) in respect of fees paid pursuant to this Agreement or any other failure of the Contractor to comply with their obligations in respect of tax and/or National Insurance contributions (or equivalent);

c. any VAT (pr equivalent) paid to the Contractor which the Client is not able to recover by way of credit or repayment, or for which the Client is liable, and which arises by reason of any payment made under or in connection with this Agreement (for the purpose of this provision VAT includes input tax and output tax);

d. any claim or allegation based on employment and/or worker status brought by the Contractor including but not limited to any claim for unfair dismissal, redundancy pay, breach of the Working Time Regulations 1998 or that, in connection with the engagement hereunder, they have any other statutory rights as an employee or worker against either the Client;

e. any claim for pension contributions and/or any claim otherwise arising from the Pensions Act 2008 brought by the Contractor.

MODIFICATION OF AGREEMENT

34. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

ASSIGNMENT

35. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

36. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

37. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW AND JURISDICTION

40. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

41. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) by this Agreement may be enforced by the Client or any relevant Group Company in any court of competent jurisdiction.

SEVERABILITY

42. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

43. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Signed by the parties:

_____   _____

Jerico Legaspi   Date:
(Contractor)

_____   _____
                                                                        28 November 2023

BW IP Holdings Limited   Date:
(Director)