

This Agency-Candidate Agreement ("Agreement") is entered into between Futura Represented by Santiago Martinez Jaramillo (referred to as the "Agency") and Penelope (referred to as the "Candidate"), collectively referred to as the "Parties." On October 12th, 2023.

WHEREAS, the Candidate is seeking job opportunities in the software engineering field, and the Agency specializes in connecting talented software engineers with global employers; the Parties agree as follows:

1. Representation.

The Candidate appoints the Agency as its representative for clients presented by the Agency in the area of Software Engineering, subject to prior consent by the candidate.

2. Honest Communication and Commitment.

The Candidate agrees to communicate honestly and provide accurate information to the Agency and actively reply to the requests made by the Agency during the process.

They commit to independently complete assessments without external assistance.

Upon employment with a company introduced by the Agency, the Candidate commits to performing their duties diligently and meeting the company's expectations.

3. Non-Contact Provision.

The Candidate agrees not to contact any companies introduced by the Agency without the Agency's prior written consent during and after this agreement. Any direct contact received from companies introduced by the Agency should be promptly reported to the Agency.

4. Non-Competition and Good-faith Cooperation.

During and after the term of this agreement, the Candidate agrees not to compete with the Talent Agency's services. This includes refraining from introducing individuals and other developers to employers or companies the Talent Agency is actively working with. If there is a suitable person for a role, the candidate can introduce them to the Agency.

5. Agreement Compliance.

The Candidate agrees to respect and abide by all the terms and conditions outlined in this Agreement. In the event of non-compliance, the Candidate shall be responsible for paying all damages, losses, expenses, and unearned hiring fees incurred by the Agency, including but not limited to legal fees and costs arising from such breach.

6. Confidentiality.

The Candidate acknowledges that they may have access to confidential information about the Agency's clients, including company names and hiring requirements. The Candidate agrees to keep all such information strictly confidential and not disclose it to any third parties without the prior written consent of the Agency.

7. Term and Termination.

This Agreement shall remain in effect until terminated by either Party upon written notice or by the end of the selection process. Termination shall not affect any obligations or rights arising before the termination date.

8. Post-Termination Obligations.

Post-termination, the Candidate must not work directly or indirectly for any company introduced by the Agency without notifying the Agency.

To pursue opportunities with such companies, the Candidate should notify the Agency, as the Company would need to pay the contractual obligation to the Agency.

9. Intellectual Property.

The Candidate acknowledges and agrees that any intellectual property created or developed during their employment with a company introduced by the Agency shall be the sole and exclusive property of that company.

10. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of Colombia, USA, and any other countries where the candidate lives and the companies are located.

11. Entire Agreement.

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether oral or written, relating to the subject matter herein.

By signing below, the Parties acknowledge their acceptance and understanding of this Agreement.

Futura

By: Santiago Martinez Jaramillo

By: Penelope

C.C. _____

C.C. _____

Signature: (Colombia)
Candidate

Signature