

# SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") dated this \_\_ day of \_\_\_\_\_, 2017  
BETWEEN:

\_\_\_\_\_  
(the "Client")

**-AND-**

**1 Solve Solutions & Makrin Global Solutions,**  
(the "Contractor")

## **BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services 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 hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
  - Human Resource and Management
  - Use of Facility and equipment
  - Training and Staff Development
  - Daily Operations Management
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 will remain in full force and effect for a period of one year without prejudice to renewal of this Agreement.
4. In the event that either Party wishes to pre-terminate this Agreement, that Party will be required to provide 60 days' written notice to the other Party.
5. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

### **Security/Contingency Bond**

6. A Security/Contingency Bond equivalent to the amount of **two (2) months of service** shall be required to be delivered by the Client to the Contractor upon the signing of this Agreement. This Bond shall constitute as an advance payment for the services of the Contractor for its first month of operation. It is hereby agreed that the Bond shall serve as security for the Contractor, on the compensation of the Contractor's employees and staff and expenses based on contingencies. The said Bond shall not be used nor appropriated without notification on the part of the Contractor to the Client on the earliest possible time.

### **Separation Bond**

7. A Separation Bond equivalent to the amount of **one (1) month of service** shall be due upon non-renewal of this Agreement. The non-renewal shall constitute the discontinuance of this Agreement.

### **Performance**

8. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

9. For the **First Phase** of this Agreement, the Contractor shall be able to provide \_\_\_\_ **[number of agents]** \_\_\_\_ [position of the agents] \_\_\_\_.

Non-compliance by the Contractor shall construe as a cause for the Client to pre-terminate this Agreement without being liable for the Separation Bond (no. 7).

### **Currency**

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in NZD (New Zealand Dollars).

### **Compensation**

11. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Contractor of a fixed amount of \_\_\_\_\_.

12. The Client will be invoiced after the work is complete.

13. Invoices submitted by the Contractor to the Client are due within 10 days of receipt.

- **Human Resource and Management**
- **Use of Facility and equipment**
- **Daily Operations Management**

### **Confidentiality**

14. 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.

15. 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 authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement as Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Ownership of Intellectual Property**

17. 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, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

18. 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 unauthorized use of the Intellectual Property.

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

### **Capacity/Independent Contractor**

20. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract of service. The Client is not required to pay or make any contributions to any social security or local tax, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for local or national taxes related to payments made to the Contractor under this Agreement.

### **Notice**

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. \_\_\_\_\_ (name of Client)

\_\_\_\_\_ (address)

b. \_\_\_\_\_ (name of Contractor)

\_\_\_\_\_ (address)

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

### **Indemnification**

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

23. 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 by each Party or an authorized representative of each Party.

### **Time**

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

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

### **Express Provision**

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

**Benefit**

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

**Title/Headings**

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

**Words in General**

29. 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**

30. It is the intention of the Parties to this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed to the exclusion of the law of any other forum, by Philippine laws, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Separability clause**

31. 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 declared invalid or unenforceable parts from the remainder of this Agreement.

**Waiver**

32. 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.