{Name}

{Address}

{DateOfCommencement}

Dear {Name},

**Re: Offer of Employment – Contractor - Freelance**

I am pleased to offer you the contracted position of **{Role}** with Duo Tax.

Please find attached your employment contract which provides terms and conditions for this role, and your anticipated start date will be on {Day}, **{DateOfCommencement}.** The employment contract contains full details of your terms and conditions, the relevant entitlements, and other details pertinent to this role.

Should you have any questions regarding the contract you are entering into, feel free to reach out to our company HR Departmental delegate Ms Eva Toy, at [hr@duotax.com.au](mailto:hr@duotax.com.au) or +61418346172 (via what’s app). I would remind you that there cannot be any delay nor any further negotiations to that said commencement date, as it may void the contract offer.

To accept this offer and the attached terms and conditions, please sign and date all the pages in sections J, **pages 18 and 20** and return it via email to [jeancie@duotax.com.au](mailto:jeancie@duotax.com.au) and do cc in email box [hr@duotax.com.au](mailto:hr@duotax.com.au).

Best wishes from myself, the management, and the entire company for your success.

Yours faithfully

A close-up of a signature

Description automatically generated

Tuan Duong

Director/ Provider

## 

## **Fixed-Term Employment Contract**

*Duo Tax*

and

*{Name}*

Contract no: {ContractNumber}

**PRIVATE AND CONFIDENTIAL**

This contract is made on **{DateOfContract}**

Between

**Duo Tax** of 33/11-21 Underwood RD, Homebush, NSW AUSTRALIA the schedule (employer)

And

**{Name}** of **{Address}** (contractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* The employer and you agree that we are entering into this agreement between Duo Tax of (hereinafter “Company”); and **{Name}**, hereinafter “contractor”.
* The employer and you have agreed to enter this contract as a provider of offshore labour supply to the company for a specific period of time.
* You agree your Job title as **{Role}.**
* You will be engaged on a fixed term contract basis, as required and in accordance with Schedule K.
* Fixed-Term Contract Period and will cease automatically without need of further notice on the **{DateOfEndOfContract}**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

During your Fixed-Term Contract, the company and you agree that the following terms and conditions will continue to be applicable and binding on you:

**I.** **RULES AND REGULATIONS.** By signing this Fixed-Term Contract, you agree that during your Fixed-Term Contract you will abide by all existing rules and regulations in the Contractor Manual as amended from time to time including office memorandums promulgated hereafter by the Company as well as comply with all Schedules included or attached. The Contractor Manual contains provisions with respect to Policies and Procedures, Compensation and Benefits, Code of Conduct and Ethics, Code of Discipline, Separation from Service and more. It is also your duty to know these rules and regulations by heart.

**II.** **DUTIES AND RESPONSIBILITIES.** You are required to carry out to the best of your abilities the duties and responsibilities of your job position and of those duties and responsibilities assigned to you by your superiors in relation to your position, including maximising productivity and utilising your time on a “lowest cost-effective solution” basis. You are required to always maintain a high standard of work discipline while at work.

**III.** **PERFORMANCE EVALUATION.** You shall undergo performance evaluations from time to time regarding the performance deliverables and targets set forth at the start of your Fixed-Term Contract, as well as your compliance to the Company rules and regulations, your compliance and your general contribution to the continued growth and success of the organisation. There is absolutely no guarantee of renewed or continued Fixed-Term Contract at the end of the Fixed-Term Contract Period. This contract will expire if you receive in writing a letter stating otherwise.

**IV.** **MANAGEMENT PREROGATIVES.** The Company shall have full and exclusive direction and control of the management of its business and operations including assignment or transfer to any territory throughout the Philippines, the right to introduce changes in its methods, operating practices, procedures, facilities and equipment, the authority to promote, demote and discipline contractors, and to enforce Company rules and regulations which in its sole discretion will be most advantageous to the organisation.

**V.** **REMUNERATION.** Your total monthly remuneration together with any applicable leave entitlement, commissions or bonuses is set forth in Schedule C of this agreement. It is a fundamental breach of this contract to disclose your remuneration to other contractors.

**VI.** **TERMINATION OF SERVICE**

A. You may terminate your Fixed-Term Contract with the Company by giving thirty days (30) business days written notice of contract cessation (termination), as required under the governing body legislative laws of the host provider Aust. **Under no circumstances may you reduce your notice period by any means including application of leave credits.** Failure to comply shall hold you liable for damages **which the Company will insistently enforce.**

B. Grounds for termination of a Fixed-Term Contract by the Company:

1. Wilful misconduct, fraud or dishonesty, repeated or gross negligence in connection with the performance of your duties, responsibilities or functions as required in accordance with this Agreement; or

2. You fail to appear for work for any period more than four consecutive working days whereupon the aforesaid Fixed-Term Contract will automatically terminate, without need of prior written notice to the contractor upon termination of the Fixed-Term Contract period UNLESS and UNTIL the Company expressly extends to the contractor another appointment in written form.

3. Your Fixed-Term Contract Provider withdraws the services of requirement due to cessation of the relationship or the closure or downsizing of the business of the contractor; or your Fixed-Term Contract Provider terminates your engagement for just cause, including but not limited to poor performance; and

4. Any grounds provided under the Labour Code of the Philippines.

C. Each of the above grounds for termination is separate and distinct and does not operate in any way to limit the generality of any other ground or grounds for termination set out above, all of which will always have independent operation.

D. You agree that you will receive your final pay on the completion of all exit clearance documents including a release and waiver indicating that you have no further claim on the Company.

E. You agree that the Company may conduct a background check on you at any time and that an unsatisfactory outcome or evidence of inaccuracies or fraud in your stated medical history (that affects your ability to work efficiently), submitted resume, Application for Fixed-Term Contract, pre-Fixed-Term Contract documents may result in immediate termination at the discretion of the Company.

F. At any point in time, Duo Tax are entitled to transfer your Fixed-Term Contract to another entity. The terms and conditions of such Fixed-Term Contract will be no less favourable than those stated in this contract and your entitlements to leaves and seniority will also be transferred. You agree not to resist such transfer or to encourage others to resist.

G. You further agree that no negotiations will be entered into regarding increases in entitlements, incentives, or benefits and that you will immediately and without question execute all necessary documents and procedures to put in effect such transfer. You accept that any breach of this clause will cause costs to Duo Tax, and you agree to be held personally liable for full compensation of such costs, including but not exclusively by salary deduction.

H. You acknowledge that in the event of operational restructuring, company trading shutdown, sale of the company, takeover, liquidation, and or bankruptcy, if the contractor's services are no longer required, termination of the contract with notice shall be issued. No penalty shall be imposed upon the company for such termination.

**VII.** **OTHER TERMS AND CONDITIONS**

A. You shall not, without prior written permission, become involved directly or indirectly on a full or part-time or casual basis with any other company, business, or pursuit other than your Fixed-Term Contract at Duo Tax. Any relief from this requirement will only be granted if Duo Tax in its sole discretion is satisfied that such involvement will not prejudice - and is in no way contrary to - its interests and that your efficiency will in no way be impaired. In any event, such relief may only be given in writing by the Managing Director.

B. You agree that all records and documents of the Company and all information pertaining to its business or affairs, **including this contract** are confidential and are the intellectual property of the Company and that no unauthorised disclosure or reproduction of the same will be made by you to third parties (including Duo Tax but excluding your legal representative) or used by you in any way at any time. Further, you shall not join a near-shoring and/or offshoring and/or staff-hosting and/or office-hosting company for at least One (1) month after separation from this Company for whatever reason.

C. You agree to disclose any information regarding your pending application to work abroad and/or visa application or your intention to apply for Fixed-Term Contract abroad during your Fixed-Term Contract.

D. You accept that Duo Tax has made a significant investment in you, inter alia your induction and training. You agree that your failure to make full disclosure to the Company might result in financial loss to Duo Tax and you agree to compensate in full for such loss occasioned by such fraud, deceit or omission.

E. You agree to keep confidential the provisions of this contract, and the provisions of any termination package you may receive in case of separation from Duo Tax. Failure to comply with this provision shall subject you to liquidated damages in the amount of Php100,000. You further agree, where attorney’s fees are incurred by the Company that you will pay such fees in the amount of 20 percent of the amount claimed but, in any event, not less than Php50,000.

F. Induction. You agree to attend induction and orientation training organised by Duo Tax. Should you be starting work immediately, you agree to attend such training within 30 days of your Contract commencement date.

G. Pre-Fixed-Term Contract checks. You agree to submit to a medical examination and irrevocably give the Company permission to background check you as well as all details in your application for Fixed-Term Contract, resume and documents associated with your application.

H. Where able, you are required to notify the Human Resources Manager by telephone on +61 4183 461729 prior to taking up any unplanned leave such as sick leave, carers leave or compassionate leave. Other means of communicating leave are not acceptable unless your ability to telephone is restricted. If you experience a power outage ensure you contact your Line Manager or the Offshore General Manager directly to provide and update

J. Annual Leave also known as Vacation Leave the company offers an entitlement of up to twenty (20) days per annum, pro rata. This is built into your monthly remuneration package and equates to a calculated percentage (an additional 8.3% which is subject to change) and you will receive no further payments in respect of this whilst taking personal vacation leave at your requested time. Sick Leave remains unpaid leave through the term of the agreement.

K. In consideration of the terms outlined in this agreement, it is hereby understood and agreed by both parties that any provisions regarding redundancy or payouts upon termination shall not apply to this fixed-term contract. With the exception of any outstanding leave balances. The contractor acknowledges and accepts that, upon the expiration of the fixed term or contract termination prior to expiry, no redundancy payments or other payouts shall be due or payable under any circumstances. This clause supersedes any conflicting clauses within this agreement or any applicable laws. Both parties agree to abide by this provision throughout the duration of this contract.

**VIII.** **SCHEDULES.** This Fixed-Term Contract has, as an integral part, Schedules pertaining to specific provisions, terms, and conditions of your Fixed-Term Contract with Duo Tax. These are:

|  |  |
| --- | --- |
| **Schedule A** | Work Schedule |
| **Schedule B** | Duties and Responsibilities |
| **Schedule C** | Remuneration & Other Compensation |
| **Schedule D** | Schedule of Benefits |
| **Schedule E** | Supplementary Commitments |
| **Schedule F** | Contractor Manual (available in your console log-in) |
| **Schedule G** | Confidential Information & Inventions Contractor Agreement |
| **Schedule H** | PC, Internet, and Telephone Acceptable Use Policy |
| **Schedule I** | Performance Appraisal Assistance Program |
| **Schedule J** | Contractor Connectivity (Inclement weather / power disruptions) |
| **Schedule K** | Statutory Acknowledgement |
| **Schedule L** | Employment Contract Summary |

### **Schedule A. Work Schedule**

**WORK SCHEDULE**

The Work Schedule will provide you with guidelines on the Philippine working days and holidays in Australia that you will observe and follow throughout your Fixed-Term Contract.

**GENERAL OBJECTIVE**

The Work Schedule will define the work calendar of every contractor. It will define all working days, excluding Philippine holidays, applicable holidays in Australia, and other holidays as may be announced by the Australian governments. The Work Schedule will also define the assigned shift of every contractor, the allowed period for breaks and the corresponding guidelines put in place to ensure that all contractors of Duo Tax are well informed.

**RATIONALE**

The nature of the working environment at Duo Tax being primarily responsible for Office Hosting requirements of foreign companies, necessarily follows that all applicable working days and holidays of the primary location of Duo Tax to which you report (including state holidays) are observed. Since, the contractor follows the work schedule of Duo Tax, when the head office ceases work due to a holiday, it follows that he/she also stops work for that day. However, in cases where the business of Duo Tax requires work on a holiday in its head office location, the contractor is required to report for work on that day as a regular working day.

Please note that holidays may vary according to the state where Duo Tax head office is located. In that case, the listed holidays to be provided by Duo Tax will be followed.

In cases where Duo Tax has required you to work in Philippines holidays and has given you Australia holidays as leave days; you must work all required Philippines holidays.

**YOUR SHIFT SCHEDULE**

Below is your shift schedule:

|  |  |
| --- | --- |
| Weekly minimum hours | (40) actual work hours, exclusive of meal breaks |
| Starting and ending time each day | 8:30am to 5:30pm AEST Monday-Friday; Weekends as available and required; flexible work schedule |
| Overtime work | Only if applicable, to be approved by Duo Tax |

Your shift schedule or normal fixed working hours as applicable is provided by Duo Tax named on the preceding page.

Depending on the needs of Duo Tax’s business, your shift schedule may change from time to time. When your shift schedule changes you will be advised. You may discuss any concerns that may arise out of this Work Schedule with Duo Tax.

Strict compliance to the work schedule shall be observed. Please refer to your Contractor Manual for guidance on attendance. All other applicable provisions of the Contractor Manual will be enforced and followed.

### **Schedule B. Duties and Responsibilities**

**Duties and Responsibilities**

While holding the position of a Contractor you are required to:

In addition, and apart from those mentioned above you may be required to undertake a variety of different tasks depending on the nature of the business and the business’ needs.

**General Functions and Tasks**

As a Contractor your general functions and tasks include:

1. Refer to the service level agreement for specific responsibilities and duties associated with the position.

2. Project a friendly, professional attitude.

3. Maintain the identity in communicating with customers and work colleagues.

4. Ensure that a safe and hazard free environment is maintained, bringing any workplace hazards to the attention of your direct manager.

5. Assure Duo Tax who is unlikely to be physically present at your place of work that you are mature and responsible enough to work diligently and productively without distraction or using work time for personal matters.

### **Schedule C. Remuneration & Other Compensation**

**REMUNERATION AND OTHER COMPENSATION**

As a contractor of Duo Tax as your Fixed-Term Contract Provider, you will be entitled to the following compensation entitlements:

Your monthly remuneration package is comprised of: **PHP {Pay}**

|  |  |  |
| --- | --- | --- |
| **PHP {Pay}** | Base salary | Non-taxable |
| **+ 8.3% leave entitlement** | Calculated & paid monthly | Company Policy |

Aside from your basic salary, you may be entitled, after a specific period of continuous employment service (one year and this remains at the discretion of the provider), to the following:

* Access to Health Insurance products (HMO)

### **Schedule D. Schedule of Benefits**

**SCHEDULE OF BENEFITS**

Subject to your full compliance with this contract and all its schedules, you will be entitled to the benefits enjoyed by contractors of the Company:

|  |  |  |
| --- | --- | --- |
| **BENEFIT** | **DESCRIPTION** | **ENTITLEMENT** |
| Fixed-Term Contract Provider–specific Leave for Public holidays in providers jurisdiction Australia (only available while your Fixed-Term Contract Provider is Duo Tax) | Granted at the discretion of the Fixed-Term Contract Provider to the hosted contractor for use on Public holidays in Australia. | Not applicable |
| Christmas Holiday Leave (only available while your Fixed-Term Contract Provider is Duo Tax) | Christmas leave shall only be provided at the discretion of your Fixed-Term Contract Provider. | Not applicable |
| Paid Breaks | Paid break as provided per company policy under the provider-guided jurisdiction. | Not applicable |
| Paid Maternity/Paternity Leave | Nonbinding as Fixed-Term Contract outside of requirements | Not applicable FTC, consult company policy and relevance |
| Overtime Pay | As provided under the Labor Code governing the provider. | Where applicable, in accordance with company policy |
| **Statutory Benefits** | | |
| SSS Benefits | Benefits extended by SSS to all active members | Not applicable FTC, and built-in remuneration package |
| Philhealth Benefits | Hospitalisation benefit for all active Philhealth members | Not applicable FTC, and built-in remuneration package as an additional allowance |

**It is a requirement of this contract that all statutory benefits will be remitted by Contractor and is not a benefit in addition to the compensation under this contract.**

At its sole discretion, Duo Tax management may introduce from time-to-time other discretionary benefits to compliant contractor which it deems to be beneficial to contractors, but without prejudicing the existing benefits (listed above) now being enjoyed by contractors. When this happens, Duo Tax will make the necessary announcements.

### **Schedule E. Supplementary Commitments**

**SUPPLEMENTARY COMMITMENT**

This Supplementary Commitment covers all other provisions and other special Fixed-Term Contract conditions that Duo Tax may arrange with you, which are not covered by all other provisions and annexes of the Fixed-Term Contract.

**TRAINING AND DEVELOPMENT**

During your Fixed-Term Contract, you may be sent to training or workshops or conferences, either locally or abroad, regarding topics that are directly relevant to your job function, or to any job function that you may be assigned later on. When that happens, the following provisions shall be followed:

A) **COMPLIANCE**. When Duo Tax requires you to attend a training or workshop that it deems to be relevant to your job functions, you are duty-bound to comply, unless some major reason hinders you from complying (force majeure and personal emergencies like sickness or death in the immediate family), in which case you have to give a written notice addressed to your Fixed-Term Contract Provider immediately upon your return to work.

B) **ATTENDANCE**. You will be considered as working while on training and shall be paid accordingly (unless otherwise agreed in writing). Absence from training/workshop shall also be considered as absence from work, with the corresponding salary deductions and reporting/compliance requirements.

C) **TRAINING COST**. The cost of the training/workshop – training/workshop fee, transportation (including airfare when applicable), food and lodging, cost of training materials – shall be shouldered by Duo Tax.

The contractor, being aware of the skills development and enhancement and training/workshops that may be necessary to his/her job functions, may request for such training/workshops, provided that he/she abides by the following conditions:

(a) **APPROVAL**. You may only make final arrangements regarding your training/workshop when approval from Duo Tax has been sought and granted. In your request, the specific dates of the training/workshop should be indicated, and when normal shift schedules or rotations may be affected because of the training schedule, a temporary shift or rotation scheme should be proposed and approved by Duo Tax.

(b) **ATTENDANCE**. You will be considered as working while on training and shall be paid accordingly (unless otherwise agreed in writing). Absence from training/workshop shall also be considered as absence from work, with the corresponding salary deductions and reporting/compliance requirements.

(c) **TRAINING COST**. The cost of the training/workshop – training/workshop fee, transportation (including airfare when applicable), food and lodging, cost of training materials – shall be shouldered by Duo Tax.

**Fixed-Term Contract BOND**

It is understood that Duo Tax shoulders the cost of your training/workshop, Duo Tax will expect you to utilise whatever knowledge or skills you gained from such training/workshop for the improvement of your work performance.

It is, then, expected that after your training/workshop, you shall agree to remain contracted by Duo Tax for a specific period as agreed in this contract to allow the Company ample time to recover the investment in your training/workshop. If, for some reason, you cannot continue your Fixed-Term Contract with Duo Tax, you shall be liable to indemnify Duo Tax for the cost of the training/workshop. Specific terms shall be determined when applicable. A bond may be required prior to acceptance of such training.

At its sole discretion, Duo Tax management may introduce other provisions in this Supplementary Commitments it deems to be beneficial to the contractors, but without prejudicing the existing provisions covered by the contract and its other Annexes. Nothing in this Supplementary Commitments shall prejudice the rights and obligations of the contractors, whether intentionally or because of the management decision initiated by Duo Tax and the Fixed-Term Contract Provider.

### **Schedule F. Contractor Manual – E-Access**

**CONTRACTOR MANUAL**

Please refer to your Log-in Console for a copy of the operational contractor Manual.

**CONTRACTORS' EXPECTATIONS OF COMPLIANCE TO THE COMPANY SERVICES MANUAL**

I, {Name}, hereby acknowledge and agree that:

1. I have read and understood the provisions of the Contractor Manual, and I will abide by the policies and procedures embodied in it.

2. I will continuously refer to the Contractor Manual (available in the Dropbox shared files) to guide me in carrying out duties and responsibilities as a contractor of this Company; and

3. I attest to the truthfulness of the foregoing statements.

### **Schedule G. Confidential Information & Inventions Contractor Agreement**

**CONFIDENTIAL INFORMATION AND INVENTIONS**

**CONTRACTOR AGREEMENT**

This agreement is made between Duo Tax of (hereinafter “Company”) and **Name** (hereinafter “I”, “me”, “my”, “our”).

In consideration of Company agreeing to contract, engage or to continue to engage my services, I agree to the following:

1. Definitions in this agreement:

“Confidential information” means by way of illustration but not limitation all formulae, data, know-how, drawings, code listings, analyses, file layouts, reports, improvements, variations, manufacturing and other techniques, business models, inventions, procedures, processes, methodologies and checklists, designs and industry analyses, strategies and forecasts, customer lists, names of sales prospects and other documents relating in any way to the business of Duo Tax, whether or not found in visually or machine readable form, but excluding information which is generally available to the public or which was known to me prior to the commencement of my Fixed-Term Contract or engagement with Duo Tax.

“Confidential Information” also means information about our customers and their customers and their suppliers which you may be aware of in your work with or from them on behalf of Duo Tax.

“Inventions” means all inventions made by me (either solely or jointly with other persons) which relate in any way to the business of Duo Tax or involve the use of any Duo Tax time, material or facilities and includes all discoveries and ideas, whether or not any patent, design or other intellectual property right applied for or claimed in respect of them, such as, but without limitation, processes, methods, formulae, designs, techniques, software and know-how.

“Company” means Duo Tax and anybody corporate which is a related body corporate of Duo Tax as defined by law.

**Confidential Information**

2. I agree that I will, at all times, keep absolutely secret and confidential and will not directly or indirectly disclose, use or exploit any of the confidential information, other than as required in the course of my Fixed-Term Contract by Duo Tax, and will take all reasonable steps to prevent any Confidential Information coming into the possession of any person not authorised to receive it. The exceptions to these obligations set out by the Confidential Information applies when that item is:

(a) generally available in the public domain, except where that is a result of breach of my obligations under this agreement.

(b) disclosed by Duo Tax in a publication which is available to the general public or generally available to other persons involved in a business similar to the Duo Tax business.

(c) readily obtainable by a person having relevant experience or skills examining, but without dismantling or having access to any information for, anything to which the information relates, or disclosed by force of law.

3. I will always keep, use and maintain any materials containing the Confidential Information in secure locations and will not remove them from the agreed premises by physical, electronic or other means unless it is required in the course of my Fixed-Term Contract. I will not make unauthorised copies of any materials containing the Confidential Information.

**Intellectual Property**

4. I will disclose to Duo Tax all inventions which arise during my Fixed-Term Contract, engagement, or contract with Duo Tax without delay.

5. I acknowledge that all intellectual property created by me in my work for Duo Tax is owned by Duo Tax and I will, at Duo Tax expense, do all such things as Duo Tax may require to ensure that Duo Tax is the owner of all intellectual property rights and, where relevant, is registered as the owner of those rights throughout the world.

6. Any and all intellectual property developed, acquired or purchased by Duo Tax and/or its contractors, contractors, assigns, including without limitation all internal documents such as Contractor Manuals, Contracts, Forms, Templates, etc., and internal processes including without limitation those related to Operations, Sales, Human Resources, Pre-Fixed-Term Contract, Information Technology, Marketing, and General Management, shall likewise be considered Intellectual Property of Duo Tax in perpetuity.

7. I irrevocably appoint Duo Tax as my attorney in my name and on my behalf to execute and do everything which may be required to give effect to the provisions of this agreement and without limiting the generality of this:

(a) to commence, defend and conduct proceedings at law or otherwise and to settle, compromise, discontinue or abandon them.

(b) to engage solicitors, barristers, patent attorneys and other experts to do and perform any work which it may consider necessary or desirable in the circumstances.

(c) to appoint and remove as it wishes any substitutes as attorneys or agents under it.

(d) to delegate to such person or persons as it shall fit all or any of the powers hereby granted and to revoke any such delegation as it wishes.

**Delivery of Information**

8. Upon termination of my Fixed-Term Contract, engagement or contract with Duo Tax for any reason at all, I will promptly deliver and surrender to Duo Tax any media of every kind in my possession or control which are the property of Duo Tax or which (even if they are my personal records or are on media I own) contain any Confidential Information.

**IP Owned Prior to Engagement**

9. Set out below is a description of all inventions made by me prior to my Fixed-Term Contract or engagement with Duo Tax which I consider to be my property, and which are excluded from this agreement:

{IntellectualProperty}

10. I agree that if and when I use any part or all of an invention, code or other intellectual property owned by me in my work for Duo Tax, or in which I have an interest, Duo Tax will be and is hereby granted a royalty free, irrevocable world-wide licence to make, have made, use, sell, lease and otherwise dispose of that invention, code or intellectual property, without restriction, to the extent of my ownership or interest in it.

**Outside Activity**

11. I have disclosed below, or will later disclose, in writing to Duo Tax all work which I am presently performing for other parties which might, in the view of a reasonable person, be of a similar nature to or might cause a conflict of interest with, the work to be done at Duo Tax.

{IntellectualProperty}

12. I will obtain written permission from Duo Tax prior to accepting any offer to perform any future work relating to or connected with the business or products or projects which are similar to those of Duo Tax.

**Non-conflict**

13. To avoid any possible conflict of interest that may arise whilst I remain a contractor to Duo Tax, I will not be engaged or concerned with or interested in any other business or occupation whatsoever without prior written consent of Duo Tax, except for those listed below.

{IntellectualProperty}

**General**

14. It is specifically intended, and I agree, that members of Duo Tax will be third party beneficiaries with respect to all obligations imposed upon me under this agreement and all such members, as well Duo Tax will have the right to enforce all these rights and obligations against me.

### **Schedule H. PC, Internet, and Telephone Acceptable Use Policy**

**PC, Internet, and Telephone Acceptable Use Policy**

**Use of Duo Tax Email Accounts**

If you have an email account associated with any Duo Tax domain, you must only use it strictly for business purposes. For personal email, you must use another account of your own outside the work area. All your emails *will be accessible by the auditors* even if you delete emails. A copy of all incoming and outgoing emails is sent on receipt or dispatch by the server to our security auditors email account.

**Copyright Infringement**

The use of file sharing networks to download material which might be copyrighted such as music files and movies is prohibited on the Duo Tax network.

**Objectionable Content**

Duo Tax may be held liable for your conduct regarding communications using internet and email. Consequently, connection to or downloading from sites having objectionable or adult content is not permitted at any time. Forwarding jokes or other emails which are sexist, racist, disparaging of another individual or otherwise objectionable is not permitted. Duo Tax reserves its rights in respect of any breach of these requirements, including immediate dismissal and/or loss of privileges.

**Legal Implications of Email**

Duo Tax may be held legally liable for all communications sent in the name of the Company, not just letters and faxes but emails as well. This includes emails sent internally and personal emails.

Communication via email has the same legal ramifications as any other form of written communication. Simply forwarding someone else’s email may incur the same responsibility as if you had written it yourself. Please keep this in mind when sending emails from a Duo Tax account. If in doubt, seek the advice of your manager.

**Avoiding Spammers**

If you wish to register for email newsletters or participate in public forums such as discussion groups, please use a personal email address of your own. Duo Tax email addresses must not be used for these purposes. Your work email address cannot be changed; so, it is worthwhile taking this precaution to avoid attracting spam and unsolicited messages to your inbox.

**Avoiding Computer Viruses**

Email attachments must not be opened on the network unless they are of a business nature and from a known and trusted source. Attachments to personal emails must not be opened on a Duo Tax PC - email it to yourself at another account and open it elsewhere. Files with .exe, .vbs or unknown extensions must not be opened at any time. If you receive an email with such an extension, please report it to the IT department. This applies to phishing emails and malicious websites.

**Removable Media and Memory-capable Devices**

Removable media such as CDs, DVDs, USB drives, Bluetooth capable devices and floppy disks cannot be brought onto the premises and must not be used under any circumstances.

Notebook computers must not be connected to the network unless you have written approval from Duo Tax, and they have antivirus software installed with up-to-date signatures loaded.

**Restrictions**

Duo Tax uses filtering software to make some websites unavailable to users on the network. Attempts to circumvent these restrictions will result in instant dismissal and/or loss of privileges.

**Monitoring and Logging**

Duo Tax or its ISP or security provider may use tracking software to individually log activity by contractors and contractors. Just as we retain copies of emails that we send, copies of all communications received or sent to or from the Duo Tax network are kept on servers owned or operated by the Company. Such information may be shared with Duo Tax. The Company may review any record at any time.

**Return of property**

Immediately upon resignation or termination of your employment for any reason or when otherwise directed by Duo Tax, you must return to Duo Tax all property belonging to Duo Tax in your possession or control, including, but not limited to, computers, data storage devices, cards, documents, and records. We require you to action this within 24 hours of your last day of employment.

This requires you to directly contact the General Manager via email or whatsapp, which will incur a delivery fee (the delivery expenses will be subtracted from the outgoing contractor's final payout). No monies or pay out will be actioned until our offshore representative has received your items.

You acknowledge and agree that during your employment or upon termination Duo Tax may to the extent permitted by law deduct any debts you owe to it (such as the value of leave taken in advance or overpayment of wages) from any monies owing to you by Duo Tax. You also agree to indemnify Duo Tax for any shortfall which exceeds the value of your accrued entitlements or remuneration.

### **Schedule I. Key Performance Indicators Program**

**KEY PERFORMANCE INDICATORS PROGRAM**

It is the Company’s desire that you will succeed in your job, get remunerated, get bonuses (where included) and grow your career prospects. We will assist you by working with you to help you maximise the ratings you receive in your contractor Performance Appraisals. The values we focus on are:

· Working Smart

· Team

· Winning

· Integrity

· Respect

· Accountability

Radical Honesty

The benefits to you are that continually improving Performance Reviews mean you will be more likely to:

· Retain your job post-contract expiry

· Receive generous remuneration incentives throughout your contract term

· Receive bonuses once you have meet your KPIS ( both metric and cultural) as further employee valuation propositional payment

The most important aspect of this is to have a clear job description, written procedures for each function being performed and an agreement between you Duo Tax about what minimum performance standards mean. Performance reviews do not necessarily result in a pay increase as company performance, individual performance and external market forces will impact this decision.

The next step is to monitor against that agreement and advise Duo Tax. This ensures that Duo Tax is aware of your contribution to their business and the output and quality you are delivering.

### **Schedule J. Contractor Connectivity (Inclement weather/power disruptions)**

**CONTRACTOR PROPOSED SOLUTION**

I, understand that from time-to-time local weather and environmental events can disrupt the ability to have access to power in your locality. While this is beyond control of both parties, it is expected that all contractors and contractors who experience continuous disruptions will have access to a resource such as a personal generator.

This will be a company requirement to ensure ongoing access and the contractor's ability to continue meeting company operational exceptions during contracted work hours. The company will advise the affected contractor and determine their ability to action this employment requirement.

Should the contractor have the inability to fulfil this requirement, the company may supply the item on a loan basis. It is anticipated that the cost could be up to (estimated 16,000php plus installation costs 5,000php) This may require the contractor to enter into a loan agreement with the company, over a specified period of time. This remains at the discretion of the company should this be an option.

|  |
| --- |
| **Contractor Acknowledgement:**  I agree to observe and be bound by the company's ten (10) scheduled items identified as Schedule A, B, C, D, E, F, G, H, I and J. |
| |  |  |  | | --- | --- | --- | | **Contractor:** |  | **Company Delegate:** | |  |  |  | | Date signed: |  | Date signed: | |

## **Schedule K. Statutory Declaration**

**STATUTORY DECLARATION**

I, {Name}**,** ofaddressdo solemnly and sincerely declare the following:

1. That, I am at least 18 years old.
2. That, I can provide a clean NBI clearance as part of the pre-Fixed-Term Contract if required.
3. That should a medical clearance be required; I am willing to have a medical exam as part of the pre-Fixed-Term Contract requirements.
4. I understand that I cannot continue my application should my medical exam show any condition which, in the opinion of Duo Tax medical advisors would make me unable to perform the work adequately or be sufficiently reliable or would put other contractors at risk.
5. That, I will submit all pre-Fixed-Term Contract requirements prior to my start date.
6. That, I am willing to wear Duo Tax uniforms / company-provided clothes if supplied.
7. That, I am aware that performance evaluation is made frequently and that salary appraisals are made no more frequently than annually, including the first year.
8. That, I am aware that I will be working for a foreign contractor who is locally registered and that I will respect and recognize their foreign cultural standards and always adopt their culture in my work.
9. That, I agree to supervision and monitoring by Duo Tax, including monitoring of attendance, monitoring by workplace video/security cameras and monitoring of any computer equipment I use.
10. That, I have read, understood, and acknowledged the said Schedules A to J.
11. That I understand as a contractor engaged to provide a specific service to the provider “freelancer this contract shall be governed and guided by the jurisdiction in which the entity Duo Tax operates in the state of New South Wales, Australia.

**SIGNED**

EXECUTED by Duo Tax in accordance with relevant statutory compliance (non-award relevant) for the provider.

**Service Provider (Contractor)**

I understand and agree to the terms and conditions of employment set out in this contract.

Name (print) Signature

Date

**Witness**

Christy Mejico

Offshore Company Contractor Signature

Date

**Provider (Employer)**

Eva Toy

Authorised Company Delegate Head of People & Culture

Date

|  |  |  |
| --- | --- | --- |
| **Schedule L. contract Summary** | | |
|  | Employer name and details | Duo Tax  Address: 33/11-21 Underwood Rd, HOMEBUSH NSW AUSTRALIA |

|  |  |  |
| --- | --- | --- |
|  | Contract name and details | {Name}  {Address}  {DateOfBirth} |

|  |  |  |
| --- | --- | --- |
|  | Position | {Role} |

|  |  |  |
| --- | --- | --- |
|  | Commencement date | {DateOfCommencement} |

|  |  |  |
| --- | --- | --- |
|  | Business normal hours of operation | Monday to Friday 8:30am to 5:30pm - AEST |

|  |  |  |
| --- | --- | --- |
|  | Remuneration | {Pay} PHP per month + leave benefits 8.3% (STC) |
|  | Other | {AdditionalInformation} |

|  |  |  |
| --- | --- | --- |
|  | Governing Labour Law | Under the guides of providers' jurisdiction New South Wales AUSTRALIA |