

SERVICE AGREEMENT

1. THIS SERVICE AGREEMENT is made on the **15th of August 2018** between ORBIUM, INC., a corporation in the process of being duly incorporated under Philippine Law whose registered address is Robinsons Summit Center, 26th Floor, 6783 Ayala Avenue Makati City ("the company") and Dipesh Malvia of G-201, Neminath Nagar, Achole Road, Nalasopara East. Mumbai 401209 ("the Employee")

START OF EMPLOYMENT

2. The Company and the Employee agree that the Employee's employment under this agreement starts on the **26th December 2018** and shall continue from that date unless terminated under this Agreement.

EMPLOYER AND DUTIES

- 3.1 The Company shall employ the Employee and the Employee shall serve the Company as a DIGITAL DEVELOPER or such additional or alternative capacity as the Company from time to time requires.
- 3.2 The Employee shall in particular perform overall technical development work for the benefit of the Company and its clients. The Employee will also fulfill certain internal functions as directed by the Management.
- 3.3 The Employee undertakes with the Company:
 - to perform such duties and exercise such powers as it assigns to and vests in him/her;
 - to comply with all directions given by any of the Company's directors;
 - to do all other things in the ordinary course of business which the Company reasonably considers necessary or proper in its interests;
 - to act loyally and faithfully to the Company;
 - to not do anything which is harmful to the Company; and
 - to attend such training as may be required by the Company. The training will involve formal training programs and informal study projects conducted internally and externally.
- 3.4 The Employee shall devote the whole of his/her time, attention and skill in his/her working hours to the Company's business and interests in a competent and efficient manner and shall use his/her best endeavor to develop maintain and extend this Company's business and reputation.
- 3.5 The Employee shall, if so required, perform some or all of his/her duties jointly with one or more other persons.
- 3.6 The Employee shall from time to time work for and accept office in Associated Companies without additional remuneration when reasonably required by the Company.
- 3.7 The Employee shall not accept any other additional paid/remunerated occupation without the explicit prior approval of the Company.
- 3.8 The directions of the Company may either be given by the Board of Directors or any other director.

HOURS OF WORK

4. The Employee will be required to work 40 hours every week from Mondays to Fridays.

This statement of 'working hours' does not limit the hours for which the Employee is required to work and the Employee shall conform to such hours of work as are from time to time reasonably required by the Company and shall be remunerated according to the prevailing overtime rates as provided by law.

Any additional remuneration outside of that required by law shall be at the discretion of the Company or those provided for under this agreement.

PLACE OF WORK

- 5.1 The base from which the Employee performs his/her duties under this agreement shall be in the Philippines or in accordance with the respective client agreements and/or with internal work and staff planning. The Employee is willing to accept other locations and may be called upon to perform other activities.
- 5.2 The Employee shall in the performance of his/her duties travel to such place or places in the Philippines or abroad as the Company from time to time directs.

SALARY

- 6.1 The Company shall pay to the Employee a monthly gross salary of **PHP 146,000.00**, payable twice per month. For the avoidance of doubt, the monthly gross salary of **PHP 146,000.00** includes the employer's mandatory contributions to government mandated institutions.

The Company, at its sole discretion, may pay a bonus to the Employee subject to the work performance of the Employee and the financial performance of the Company.

The Company shall withhold all income taxes and government mandated contributions.

The Company shall pay the employee 13th month pay in accordance with law.

- 6.2 The salary will accrue on a daily basis but will be paid by equal twice monthly installments in arrears.
- 6.3 The Company intends but shall not be obliged to review the salary once a year or on each review date and to decide whether or not to increase it in the light of the Employee's performance and contribution to the Company's business, inflation and other factors.
- 6.4 If the Employee for any reason is indebted to the Company for any amount, including any overpayment made by the Company to him/her, the Company shall be entitled to make a deduction in or towards the discharge of that liability from the Employee's remuneration or any other money payable from the Company to the Employee.

BONUSES

- 7.1 The Company intends but is not obliged to pay a yearly bonus to the Employee subject to the Employee's performance and the Company's financial position. The amount of bonus shall be purely at the Company's discretion, and the payment of a bonus in any given year shall not be taken as precedent for the payment of bonus/es in any other year.
- 7.2 A service anniversary bonus shall be given to the Employee for every five (5) years of service, to be paid out on the salary day immediately following the Employee's service anniversary.

BENEFITS

- 8.1 The benefits listed below shall not form part of the Employee's basic salary. Any other benefits and/or allowances that may be given or granted by the company are purely discretionary in nature and dependent only on the prevailing circumstances at the time they were given, and may be increased, adjusted or withdrawn at any time without ripening into a vested right, regardless of the length of time they are given.
- 8.2 Applicable to all Employees:
 - The Employee shall be entitled to such insurance coverage that the Company may purchase on the Employee's behalf.
 - The Employee and two dependents shall be covered by private medical insurance to be determined by the Company.
 - Christmas Gift – Every employee shall receive a cash gift of P5,000.00 each year to be paid out with their mid-December salary.
 - Mobile Allowance - A monthly lump sum payment of **PHP 1,000.00** will be paid towards the cost of mobile phone subscriptions and related expenses. This payment, which is subject to income tax, will be reported in the respective salary record.
- 8.3 Applicable to Employees above the position of Associate Tester or Associate Analyst Programmer only:
 - The employee shall be entitled to de minimis allowances (for rice, laundry and clothing) in the amount of Php2,500 per month. This amount may be adjusted upward or downward at any time at the discretion of the Employer depending on the prevailing allowable rates provided for by law.
 - For Employees above the position of Associate Tester or Associate Analyst Programmer only, a monthly lump sum payment of **PHP 1,000.00** will be paid towards the cost of internet subscriptions and related expenses. This payment, which is subject to income tax, will be reported in the respective salary record.
- 8.4 Any other benefits and/or allowances that may be given or granted by the Company are purely discretionary in nature and dependent only on the prevailing circumstances at the time they were given, and may be increased, adjusted or withdrawn at any time without ripening into a vested right, regardless of the length of time they are given.

ANNUAL LEAVE

- 9.1 The Employee shall be entitled (in addition to all official public holidays in The Philippines) to **15 days paid annual leave** per calendar year. Leave credits shall begin to accrue from the time the employee begins employment, however the employee cannot avail of these leave credits while under six (6) months' probation period
- 9.2 All paid annual leave must be taken at times agreed at least 3 days in advance by the Company and not more than 7 days may be taken consecutively without express written permission from the Company. The Company reserves the right to refuse a particular time of paid annual leave if it conflicts with paid annual leave reserved by other employees and the Company would lack cover in the relevant period.
- 9.3 All unused leaves shall be converted to cash at the end of the year. Leaves may not be carried over to the following year.

COMPASSIONATE AND OTHER LEAVE

- 10.1 If the Employee requires additional paid leave for compassionate or other good reasons, he should apply to the Company which may at its discretion authorize such additional leave, which in exceptional circumstances shall be paid but at all times shall not exceed three (3) days. This right is liable to be withdrawn entirely if it is abused by the Employee. This leave is neither convertible to cash nor to be carried over to succeeding years.
- 10.2 The Employee shall be entitled to all statutory paid maternity leave after three (3) months of confirmation of her employment but not during the probation period subject to the relevant provisions of the Social Security Law or any other relevant legislation or subsidiary legislation pertaining to such maternity leave as is applicable in the Republic of The Philippines.

ABSENCE AND ILLNESS

- 11.1 The Employee shall be entitled to **15 working days paid sick leave** on condition that on the first day of absence from work or as soon as practicable, he/she submits to the Company a Medical Certificate certified by a practicing medical doctor in The Philippines evidencing his/her inability to perform normal duties due to sickness.
- 11.2 The Company has the right to refer the Employee to another practicing medical officer for further examination.
- 11.3 The 15 working days paid sick leave may be extended at the sole discretion of the Company.
- 11.4 In the event the Company declines to exercise its discretion to extend the Employee's sick leave, the Employee shall be entitled to utilize any unused paid annual leave up to 7 working days by giving 24 hours' advance notice of his/her intention to do so to the Company. In the event the Employee is required to be on sick leave for a continuous period of 4 weeks or more, the Company has the right to terminate the Employee's employment in manner provided for under Article 284 of the Labor Code.

- 11.5 All unused sick leaves shall be converted to cash at the end of the year. Leaves may not be carried over to the following year.
- 11.6 Any monies paid to the Employee during any absence from work caused by an incident involving a third party shall be treated as an interest free loan (and not as earnings or sick pay) from the Company to the Employee. If the Employee recovers damages from the third party in respect of the incident, he/she shall immediately repay any loans received from the Company during the absence from work. If the Employee does not make any claim against the third party or if the claim is unsuccessful, the payments made by the Company may at its sole discretion be treated as earnings or sick pay. If the Company elects to treat such payments as loans, the Employee will be obliged to return such loans to the Company and the Company is entitled to off-set such loans from the Employee's future income.

CONFIDENTIAL INFORMATION / TRADE SECRETS

- 12.1 Except as authorized or required by his/her duties the Employee shall keep secret and shall not use or disclose and shall use his best endeavor to prevent the use or disclosure by or to any person of any of the Company's Confidential Information and/or Trade Secrets which comes to his/her knowledge during the employment period.
- 12.2 The restriction shall apply during and after the termination of the Employee's employment without any time limit but shall cease to apply to information or knowledge which the Employee establishes has in its entirety become public knowledge otherwise than though any unauthorized disclosure or other breach on the Employee's part of that restriction.

RESTRICTIONS AFTER TERMINATION

13. **Restricted Period** shall mean 6 months after the Employee's termination of employment with the Company. The entire clause 13 does not apply if the Company commences winding-up proceedings (either voluntarily or involuntarily) and/or if the Company breaches any of the terms of this employment agreement.

Restriction: not to solicit or transact business with customers and suppliers

- 13.1 The Employee shall not for the Restricted Period (directly or indirectly) solicit or transact business in the Field of Business of the Company in direct competition with the Company from or with any of the Company's customers, clients or any person with whom the Company was negotiating for the supply of goods or services.

Restriction: not to cause suppliers to cease or reduce supplies

- 13.2 The Employee shall not for the Restricted Period (directly or indirectly) cause or encourage any of the Company's suppliers or advisers to cease or restrict or reduce its suppliers, services or advice to the Company.

Restriction: not to employ or be employed by other employees

- 13.3 The Employee shall not for the Restricted Period for any purpose in the Field of Business (directly or indirectly) employ, be employed by, enter into any business relationship with any of the Company's Employees; or

Restriction: not to cause other employees to leave employment or breach contract

- 13.4 The Employee shall not for the restricted Period directly or indirectly cause, encourage or assist any of the Company's employees or directors to leave its service or to do anything which would be breach of this agreement.

Restriction: not to work for person who by employing the Employee becomes the Company's competitor

- 13.5 The Employee shall not for the Restricted Period work for any other Company who as a result of engaging the Employee or the Employee's services in any capacity becomes a direct competitor of the Company.

Restriction: not to hold him/herself out as connected with the Company

- 13.6 The Employee shall not at any time after the termination of his employment directly or indirectly represent him/herself as being interested in or employed by or in any way connected with the Company or its business.

Limitation on restrictions: each restriction for separate benefit of Employer and Associated Companies and severable

- 13.7 Each of the restrictions in this clause is separate restrictions for the separate benefit of the Company and each Associated Company and shall be severable one from another.

Limitation on restrictions: employer's right to reduce restrictions during or after termination

- 13.8 The Company shall have the right at any time during or after the termination of this agreement by written notice to reduce the scope or extent of any of the restrictions contained in this clause.

PROBATIONARY PERIOD

14. During the Employee's first six months of employment, he or she shall be considered as probationary and his/her conversion to regular status shall be determined on the basis of satisfactory performance, determined by dependability, efficiency, initiative, attitude toward work/public/the Company/ its officers or other colleagues, cooperation, client, response, judgment, punctuality, quality/quantity of work, educability, craftsmanship, articulateness, and professionalism.

- 14.1 It is hereby understood and agreed that the Employee shall sign an Employee Personnel Regulations simultaneous to, or within a reasonable period from, the date of signing of this employment agreement. The aforesaid document embodies the rules and regulations which the Employee must strictly follow and observe all throughout his employment with the Company, as well as the corresponding penalties for violation(s) of any of the aforesaid rules and regulations, which may range from written reprimand, suspension, and even termination, as provided in the said Personnel Regulations. Failure to comply with the rules and policies embodied in the handbook shall constitute failure to comply with the required job performance standards; such failure shall be a valid cause for termination.

- 14.2 It is hereby agreed that the Employee may be terminated at any time within the six month probationary period should the Company feel that he/she is unfit for the job and for failure to qualify according to the standards imposed in the immediately preceding paragraph , as well as for just and authorized causes. In the event that the Employee's services are terminated by the Company during this period of probationary employment for just causes and/or for poor performance, he/she will be entitled to collect only his/her salaries up to the end of working hours of the last day of actual service

RETIREMENT

15. The Employee's normal retirement age shall be as that prescribed by the legislation in The Philippines unless varied by prior consultation and accordingly the Employee's employment unless previously terminated will end automatically on the last day of the month in which he/she attains that age. The Employee may continue employment with the Company after his/her retirement age at such terms and conditions as are agreed between both parties.

TERMINATION FOR BREACH ETC.

16. The Company shall have the right in addition to any other rights which it has at law to terminate this agreement after due notice and opportunity to explain on the part of the employee and without liability for compensation or damages on the happening of any of the following events:
 - 16.1 The Employee fails to comply with any of his/her express or implied obligations under this agreement or any other agreement or documents supplemental to it;
 - 16.2 The Employee fails or ceases to perform his/her duties under this agreement to the Company's reasonable satisfaction;
 - 16.3 The Employee is unable or prevented from carrying out his/her duties through incapacity or any other cause for any period or periods exceeding a total of 30 days in a period of 12 months;
 - 16.4 The Employee divulges information pertaining to customers' confidentiality to anyone other than someone with a duty to receive such customers' confidentiality;
 - 16.5 The Employee becomes of unsound mind as certified by a medical practitioner;
 - 16.6 The Employee is guilty of any grave misconduct or willful neglect in the discharge of his/her duties under this agreement;
 - 16.7 The Employee is guilty of any act which brings the Company into disrepute or which in the Company's reasonable opinion is prejudicial to its interests;
 - 16.8 The Employee becomes bankrupt, has a receiving order made against him/her, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;
 - 16.9 The Employee is convicted of any criminal offence other than an offence which in the reasonable opinion of the Company does not affect his/her relation to the Company;
 - 16.10 The Employee uses any of the Company's clients' email for private use
 - 16.11 The Employee surfs the internet for non work-related websites while at any of the Company's clients' premises.

EFFECT AND CONSEQUENCES OF TERMINATION

- 17.1 The Employee's employment shall not continue at any time after it has been terminated by the Company.

- 17.2 The Employee shall not be entitled but may be required by the Company to work during all or part of the period of notice of termination and the Company may suspend the Employee on full pay during the notice period.
- 17.3 If the Employee refuses to work all or any part of his notice period the Company may forfeit any remuneration (whenever earned) due to him/her but unpaid at or after the time when the notice was given.
- 17.4 The expiration or earlier termination of this agreement shall not affect:
 - such of its provisions as are expressed to operate or have effect afterwards; or
 - any right of action already accrued to either party in respect of any breach of this agreement by the other party.

COMPANY PROPERTY AND RECORDS

- 18.1 All records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings and private notes about the Company and all copies and extracts of them made or acquired by the Employee in the course of his employment shall be:
 - the property of the Company;
 - used for the purpose of the Company only;
 - returned to the Company on demand at any time; and
 - returned to the Company without demand on the termination of the Employee's employment.
- 18.2 Upon the termination of the Employee's employment, he/she shall return to the Company in good repair and condition all other property belonging to the Company in his/her possession or control.

ASSOCIATED COMPANIES

- 19.1 The Company shall be deemed to act as an agent for each Associated Company, and:
 - all agreements made and instructions given by the Company; and
 - all obligations and restrictions entered into by the Employee in favor of the Company,

shall be treated as made, given by or entered into in favor of each Associated Company, which shall be entitled to enforce them as though it were a party to this agreement.

Where there is any conflict between instructions given by different Associated Companies those given or confirmed by the Company will prevail.

- 19.2 The payment and provision of salary and other monies and benefits under this agreement shall be made wholly or partly by the Company or wholly or partly by the Associated Companies as they from time to time agree and in default of agreement wholly by the Company.

MERGER OR SALE OF BUSINESS

20. The Employee shall have no claim against the Company in respect of the termination of his employment, if:

- it was terminated because of or in connection with a transfer of the Company's business or any part of it or an amalgamation merger or other reconstruction of the Company;
- The Employee's employment is not automatically transferred; and
- The Employee is offered employment with the Company or other person who as a result of the transfer, amalgamation, merger or other reconstruction is a transferee of or successor to the Company on terms and conditions no less favorable than the terms of this agreement for a period not less than the unexpired term of this agreement.

SUSPENSION FROM DUTY PENDING ADMINISTRATIVE INVESTIGATION

21. The Company may suspend the Employee from the performance of his/her duties or exclude him/her from any premises of the Company for causes warranting any administrative investigation, for a maximum period of thirty (30) days. During any period of suspension the Company may at its discretion continue to pay and provide the Employee's salary and benefits is under no obligation to vest in or assign to him any powers or duties or to provide any work for him.

GRIEVANCES

22. If the Employee has any grievance relating to this employment, all such grievances shall be referred to Arbitration in accordance with the Arbitration Laws of the Republic of The Philippines.

COSTS

23. In the event the Company is required to commence legal proceedings against the Employee as a result of any breach of this agreement by the Employee, all costs incurred by the Company shall be recoverable against the Employee on a full indemnity basis.

PRIOR AGREEMENT

24. This agreement is in substitution for all previous contracts, express or implied between the Company and the Employee which shall be terminated by mutual consent from the date of this agreement.

ENTIRE UNDERSTANDING

25. This agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this agreement. The Employee irrevocably and unconditionally waives any right he/she may have to claim damages or to rescind this agreement for any misrepresentation (whether or not contained in this agreement or for any breach of any warranty not contained in the agreement unless the misrepresentation or warranty was made fraudulently.

WAIVER

26. The Company may release or compromise the Employee's liability under this agreement or grant to the Employee's time or other indulgence without affecting the Employee's other liabilities to the Company.

VARIATION

27. Except as expressly provided for in this agreement no variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both or all parties.

NOTICES

- 28.1 Any notice given under this deed shall be in writing and may be served:
- personally;
 - by registered or ordinary mail;
 - by facsimile
- 28.2 Each Party's address for the service of notice shall be her/his/their above mentioned address or such other address as she/he/they specify by written notice to the other.
- 28.3 A notice shall be deemed to have been served:
- if it was served in person, at the time of service;
 - if it was served by post, 48 hours after delivering the said notice to a post-box; and
 - if it was served by facsimile transmission, at the time of transmission.

INTERPRETATION

- 29.1 Except where the context renders it absurd or impossible every reference to any party to this agreement shall include the Company's or the Employee's successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.
- 29.2 In this agreement:
- words expressed in any gender shall where the context so requires or permits include any other gender;
 - words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
 - words expressed in the singular shall where the context so requires or permits include the plural; and
 - where any party is more than one person:
 - that party's obligations in this agreement shall take effect as joint and several obligations;
 - anything in this agreement which applies to that party shall apply to all of those persons collectively and each of them separately; and
 - the benefits contained in this agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately
- 29.3 The headings to clauses and the table of clauses and marginal notes are inserted for ease of reference only and shall not effect the construction of this agreement.
- 29.4 References in this agreement to anything which any party is required to do or not to do shall include any acts, defaults and omissions, whether:
- direct or indirect;

- on the Employee's or the Company's own account; or
 - for or through any other person.
- 29.5 The effect of all obligations affecting the Employee under this agreement is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this agreement an express limitation or modification.
- 29.5 The obligations and restrictions imposed by this agreement are in addition to and not in substitution for the obligations and restrictions imposed or implied by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed for and on behalf of Orbium, Inc.



John Tey, Country Manager, Philippines

Signed Sealed and Delivered)

By Dipesh Malvia

