

ONLINE TUTORING SERVICES AGREEMENT

This Online Tutoring Services Agreement (hereinafter, "Agreement") is made by and between:

RAREJOB INC., a corporation duly organized and existing under and by virtue of the laws of Japan with office address at Kyocera Harajuku building 2F, 6-27,-8, Jingumae, Shibuya-ku, Tokyo, 150-0001 herein represented by its CEO, Gaku Nakamura, herein referred to as "RAREJOB";

And

Paul Anthony Fuentespina Arriola, Filipino, of legal age, with residence address at 208 A Dama De Noche Holy Spirit, Quezon City, National Capital Region, Philippines 1127, hereinafter referred to as "TUTOR";

(Each may also be referred to as a "Party" and collectively as the "Parties")

WHEREAS, RAREJOB is engaged in the business of providing foreign language lessons and developing and operating language learning and education, among others, and it is considered as the top provider of English as Second Language (ESL) lessons via online tutorial system and services designed to provide online tutorial assistance to students (hereinafter, "Online Tutorial Services");

WHEREAS, the TUTOR is desirous of offering his/her services to RAREJOB and the TUTOR represents and warrants that he/she possesses all the required qualifications, skills, expertise, experience and/or other preferences needed by RAREJOB, in performing the Online Tutorial Services;

WHEREAS, relying on such representations and warranties, RAREJOB is desirous of engaging and contracting the services of the TUTOR to perform certain tasks as set forth herein below and willing to enter into this Agreement, in accordance with the terms and conditions set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I. TERM

This Agreement shall be effective for a period of one (1) year, which shall commence on 2025-12-03 and shall end on 2026-12-03 (hereinafter, "Initial Term"), unless earlier terminated by either Party as set forth in this Agreement.

This Agreement may be renewed for a period of one (1) year ("Renewed Term"), by either Party by serving a Notice of renewal upon the other Party not later than fourteen (14) days prior to the date of expiration of the Initial Term or the Renewed Term, as the case may be.

The Party receiving the Notice of renewal shall send a Counter-notice accepting such renewal, not later than sixty (60) days, after the end of the Initial Term or Renewed Term, as the case may be.

II. NATURE OF SERVICES

The TUTOR shall provide Online Tutorial Services, which is more particularly described in "**RareJob Online Tutorial Services: The Complete Tutor Guide**" (hereinafter, "Tutoring Guidelines"), which is attached to this Agreement, and which forms an integral part of this Agreement, particularly rendering English tutorial lessons to Students, through the use of RAREJOB's recommended platform.

The Online Tutorial Services have been specially ordered and commissioned by RAREJOB. The TUTOR agrees that she/he will perform the Online Tutorial Services pursuant to the Tutoring Guidelines.

Furthermore, the TUTOR agrees that such services are done as "work made for hire" and that RAREJOB shall own all copyrights and other intellectual property rights in relation to the Online Tutorial Services, Tutoring Guidelines,

materials, documents, platforms and Confidential Information (as defined below) provided by RAREJOB to the TUTOR pursuant to this Agreement.

The TUTOR shall set his/her own hours and schedule for providing the Online Tutorial Services. The TUTOR shall generally render such services as needed to perform the TUTOR's duties as set forth in the Tutoring Guidelines.

The TUTOR shall perform Online Tutorial Services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth therein. The content, style, form and format of the services shall be consistent with RAREJOB's standards.

III. RELATIONSHIP OF PARTIES

It is hereby understood that this Agreement does not constitute a hiring by either Party; hence, TUTOR shall have an Independent Contractor status and shall not be an employee of RAREJOB for any purposes. The TUTOR retains sole and absolute discretion in the manner and means of carrying out his/her services, activities, and responsibilities under this Agreement.

Furthermore, this Agreement shall not be considered or construed to be a partnership or joint venture, and RAREJOB shall not be liable for any obligations incurred by the TUTOR, unless specifically authorized in writing.

The TUTOR shall not act as an agent of RAREJOB, ostensibly or otherwise, nor bind RAREJOB in any manner, unless specifically authorized to do so in writing.

The TUTOR shall act at all times under this Agreement as an independent contractor. The TUTOR warrants that she/he shall not take action of any kind that is contrary to this express intention and that if any such action is taken by any other person, he shall protect the integrity of this intention and this Agreement and that he/she shall hold RAREJOB free and harmless from all types of liability.

The Parties agree that RAREJOB shall not have, and shall not exercise any control or direction over the manner or method by which the TUTOR shall provide the Online Tutorial Services, provided that the TUTOR shall, at all times, perform the Online Tutorial Services in accordance with the terms and conditions of this Agreement and currently approved methods and standards of industry practice. The Parties further agree that any disagreement in the interpretation or implementation by TUTOR of any of the Online Tutorial Services shall be resolved in favor of the RAREJOB interpretation or implementation thereof.

The provisions of this Article III shall survive the termination of this Agreement, regardless of the cause of such termination.

IV. REPRESENTATIONS AND WARRANTIES

For an effective Online Tutorial Services, the TUTOR represents and warrants to RAREJOB that he/she:

- a. Possesses all the required qualifications, skills, expertise, experience and/or other preferences needed by RAREJOB, in performing the Online Tutorial Services;
- b. Can provide quality online face-to-face English instruction or online tutoring services via Tutor Website and RareJob's recommended online platform;
- c. Can perform work from home or any other location using his/her own computer and/or laptop, with the required internet speed and other facilities needed to deliver the desired Online Tutorial Services;
- d. Shall use all reasonable care, skill, and diligence in carrying out the Online Tutorial Services;
- e. Shall comply with all applicable laws and regulations in carrying out the Online Tutorial Services
- f. Acknowledges that RAREJOB has the right to make changes in its website, services and the terms and conditions that shall govern its services at any time, and that he/she fully accepts these changes;
- g. Shall register with the BIR as a self-employed professional and will comply with his/her tax obligations under Philippine tax laws, i.e. issuance of official receipt/invoice, filing of tax returns and payment of taxes due thereon;
- h. Shall not infringe any Intellectual Property Rights of any third party or breach any duty of confidence owed by him to any third party in carrying out the Online Tutorial Services;

- i. Shall not subcontract any portion of the Online Tutorial Services to be performed under this Agreement;
- j. Is not bound by any agreement or arrangement which would preclude him from entering into, or from fully performing the Online Tutorial Services required under this Agreement;
- k. Is not aware of any matters which might or will adversely affect his/her ability to perform his/her contractual obligations under this Agreement; and
- l. Agrees and consents to the audio recording of lessons, conversations, and all interactions during such lessons with the Student, through the use of electronic, online, or any other available means, and that such recording shall be made available for viewing to such Students, and for quality control in the provision of lessons. The same recording may also be submitted in evidence, in any proceedings, relating to this Agreement.

V. EXCLUSIVITY AND NON-COMPETITION

During the Initial Term or Renewed Term of this Agreement, the TUTOR agrees that:

- a. he/she will refrain from engaging in any activity that is prejudicial to the interest of RAREJOB or which will interfere with the performance of the Online Tutorial Services without the prior written consent of RAREJOB;
- b. he/she will not, directly or indirectly, engage in any other online tutorial services, or
- c. he/she will not recruit, solicit or contact, in any form, Students or other Tutors, to agree to perform or perform services of any type that RAREJOB can render, for any person or entity for such similar services, without the prior written approval of RAREJOB.

VI. TUTOR SERVICE FEE

In full consideration for the TUTOR's satisfactory performance of Online Tutorial Services, RAREJOB agrees to pay an amount of Fifty five and 00/100 Pesos (Php 55.00) (hereinafter, "Tutor Service Fees") for every booked lesson slot, constitutive of a twenty five (25) minutes lesson plan; provided an actual lesson was conducted. The TUTOR shall issue official receipts for each and all payments received by him from RAREJOB.

The TUTOR shall receive the Tutor Service Fees every 10th of the month, which includes the services rendered between first to the last day of the previous month.

TUTOR further agrees that he/she shall not receive the gross amount representing the Tutor Service Fee, as the same shall be subject to applicable withholding tax.

The TUTOR acknowledges that he or she shall be exclusively liable and bear total responsibility for the payment of any and all taxes due in connection with the Online Tutorial Services performed under this Agreement.

TUTOR acknowledges that he/she is engaged as an independent contractor and is not eligible to participate, contribute or partake in any government mandated benefits, pension, and health insurance, among others.

VII. NON-DISCLOSURE AND CONFIDENTIALITY

Both Parties agree that it will not make any public announcements concerning this Agreement or the relationship between RAREJOB and TUTOR, including, without limitation, issuing any press releases, social media posting or any other advertising promotion and/or marketing strategies, without the other Party's prior written approval.

Moreover, the TUTOR acknowledges that, in the performance of Online Tutorial Services and/or his/her obligations and undertakings under this Agreement, TUTOR will have access to information relating to Students' identity, address, contact information and other personal information or requests for services. In lieu of which, TUTOR agrees that he/she owes a duty to Students, during the term of this Agreement and thereafter, to hold all such Confidential Information in the strictest confidence, and not to disclose it to any person, firm or corporation, or to use it otherwise, except as necessary in performing the TUTOR's Online Tutorial Services consistent with this Agreement, as set out in https://www.rarejob.com.ph/tutor/site/privacy_policy.

The TUTOR further agrees not to disclose or communicate, in any manner, either during or after the expiration of this Agreement, any confidential or proprietary information about RAREJOB, its operations, clientele, or any other

Confidential Information that relate to the business of RAREJOB including, but not limited to, the names of its clients, marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list or other forms of proprietary information of RAREJOB. Furthermore, TUTOR understands that any breach of this provision is a material breach of this Agreement.

In this Agreement, "Confidential Information" shall include, but is not limited to, any and all information pertaining to the business of RAREJOB, including without limitation, the following:

- Information pertaining to the systems, plans and strategies, and supplier and customer/ client, student and other tutor information;
- RAREJOB's financial condition, results of operations, and amounts of compensation paid to officers and employees;
- Marketing and sales programs of RAREJOB, the terms and conditions of sales and offers of sales of products or services by RAREJOB, and strategic plans;
- The terms, conditions, and current status of RAREJOB's agreements and relationships with any customers, suppliers, or other entities;
- The identities and business preferences of RAREJOB's actual and prospective customers, suppliers, clients or any employee or agent thereof with whom RAREJOB communicates, along with RAREJOB's practices and procedures for identifying prospective customers/clients;
- The names and identities of any and all of RAREJOB's customers/ clients, including any and all customer lists or similar compilations;
- The know-how, manufacturing processes and techniques, regulatory approval strategies, computer programs, data, schematics, design work, formulas, compositions, service techniques and protocols, new and existing product designs and specifications, any modifications to such product designs and specifications, and any other skills or ideas developed, accumulated, or acquired by RAREJOB;
- Personnel information, including the productivity and profitability (or lack thereof) of RAREJOB's employees, agents, or independent contractors;
- All other information the TUTOR may generate in relation to those matters in connection with the fulfillment of his/her obligations under this Agreement, howsoever disclosed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature, which are not in the public domain and in which RAREJOB has a business, proprietary or ownership interest or has a legal duty to protect, or which is expressly identified in writing by such party as confidential at the time of its disclosure.

The TUTOR further agrees that he/she will, if requested from time to time by RAREJOB, execute such further reasonable agreements as to confidentiality and proprietary rights as the RAREJOB's customers, clients and suppliers reasonably require, in order to protect Confidential Information or proprietary property.

The provisions of this Article VII shall survive the termination of this Agreement, regardless of the cause of such termination.

VIII. COPYRIGHT INFRINGEMENT

The TUTOR acknowledges that the Tutor Website, RareJob Materials and Daily News Article (Daily News Article Archives), and all other provided platform, and those necessarily included therein, created, managed and administered by RAREJOB, shall be and remain the sole and exclusive properties of RAREJOB. At sole, absolute and unfettered discretion, RAREJOB may make any changes in deletion from or addition to the provided platform.

Moreover, no title to or ownership of any portion of the RAREJOB's lesson plan/ course, or to any proprietary or intellectual property rights related therein, is transferred by virtue of this Agreement. The RAREJOB lesson/ course, including all copyrights, trademarks, trade secrets and patents, shall remain to be RAREJOB's sole and exclusive property.

The provisions of this Article VIII shall survive the termination of this Agreement, regardless of the cause of such termination.

Signature

IX. PRIVACY POLICY

The TUTOR consents to the processing (including international transfer) of his/her Personal Information by RAREJOB, and its subsidiaries or affiliates, as set out in https://www.rarejob.com.ph/site/privacy_policy. By signing this Agreement, the TUTOR acknowledges that he or she has read, understood and agreed to the terms of RAREJOB's Data Privacy Policy referred to herein.

Each Party shall comply with its obligations under all applicable Data Protection laws, in respect to the Online Tutorial Services to be provided under this Agreement.

Each Party agrees, in respect of any such Personal Information supplied to it by the other Party that it shall:

- a. Act on the written instructions from the other Party regarding the processing of such Personal Information under this Agreement and ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing and accidental loss or destruction of, or damage to, the Personal Information; and
- b. Comply with any reasonable request made by the other Party to ensure compliance with the measures contained in this Section.

X. TERMINATION

This Agreement shall be effective on the date first listed above for the period herein set forth, unless earlier terminated by either Party upon written notice to the other Party, for any cause, sent at least ten (10) days prior to the effective date of termination.

Moreover, TUTOR acknowledges that RAREJOB retains the right to terminate this Agreement effective immediately, upon written notice to the TUTOR, at any time, if the TUTOR commits: (1) material breach of this Agreement (for this purpose, a provision is considered material if it refers to (a) any of the warranties and representations of the RAREJOB, and/or any provision that has the effect of inducing RAREJOB to enter into this Agreement) (2) any act exposing RAREJOB to liability for personal injury and/or property damage, and (3) unsatisfactory performance of Online Tutorial Services, including, but not limited to the following causes, to wit:

- a. Cancellation and Lesson Transfer beyond reasonable mark.
- b. Late and Lesson Undertime reports
- c. Failure to accomplish lesson feedback
- d. Delivery of lesson beyond set quality standards
- e. Inappropriate moral behavior towards Students
- f. Inappropriate moral behavior towards RareJob Employees and independent contractors
- g. Several complaints against the TUTOR – management, students, other tutors.
- h. Communicating or interacting directly with the Students, outside the context of Online Tutorial Services
- i. Failure to deliver required number of lesson with a student within the allowed duration

Upon termination of this Agreement, for any cause, TUTOR shall not make further use of the Confidential Information and shall deliver to RAREJOB all property and Confidential Information in his/her possession, including but not limited to, proprietary information, list of clients, trade secrets, intellectual property, documents, plans, recordings, software and all related records or accounting ledgers, including all copies, reproductions, extracts or summary.

Upon termination, TUTOR is entitled to receive the accrued and outstanding unpaid Tutor Service Fees, for services performed, up to the effective date of termination. The foregoing shall constitute full discharge and satisfaction of RAREJOB's obligation hereunder and in full consideration hereof.

The provisions of this Article X shall survive the termination of this Agreement, regardless of the cause of such termination.

XI. WAIVER; AMENDMENT AND MODIFICATION

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power.

This Agreement may only be amended or modified by a writing, which makes express reference to this Agreement, as the subject of such amendment and which is signed by the TUTOR and RAREJOB's authorized representative. The Parties agree that any amendment or modification of this Agreement may be transacted by electronic means; provided any such amendments or modifications otherwise comply with the requirements in this paragraph.

XII. SEVERABILITY

If for any reason any term or provision containing a restriction set forth herein is held to be for a length of time, unreasonable or in other way is construed to be too broad or to any extent invalid, such term or provision shall not be determined to be null, void and of no effect, but to the extent the same is or would be valid or enforceable under applicable law, any court shall construe and reform this Agreement to provide for a restriction having the maximum time period and other provisions as shall be valid and enforceable under applicable law.

If, notwithstanding the previous sentence, any term or provision of this Agreement is held to be invalid or unenforceable, all other valid terms and provisions hereof shall remain in full force and effect, and all of the terms and provisions of this Agreement shall be deemed to be severable in nature.

XIII. LIMITATION OF LIABILITY

To the fullest extent permissible under Applicable Law, in no event shall RAREJOB be liable to the TUTOR or any third party for any loss, damage, expenses, payments, injury, or any other incidental or consequential damages arising out of the performance of Online Tutorial Services or the use or inability to use the recommended platform or any of RAREJOB's services or for any claim by any other party, even if RAREJOB has been advised of the possibility of such damages.

XIV. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of Japan. Parties agree to submit to the personal and exclusive jurisdiction of the Tokyo District Court, as the court of first instance.

XV. LIQUIDATED DAMAGES

Should the TUTOR commit any substantial/material breach or violation of his/her obligations and covenant under this Agreement or in the performance of the Online Tutorial Services, in addition to those listed under Section IX, TUTOR shall pay RAREJOB, in addition to any liability which he/she might incur under this Agreement, liquidated damages in the total amount of One Hundred Thousand Pesos (Php 100,000.00), or actual amount of damages, whichever is higher, even after the termination of this Agreement. Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages that shall be incurred by RAREJOB due to such substantial/material breach or violation of this Agreement.

XVI. ASSIGNMENT

The TUTOR shall not assign or transfer, in whole or in part, this Agreement or any of TUTOR's rights, duties or obligations under this Agreement without the prior written consent of the RAREJOB, and any assignment or transfer by TUTOR without such consent shall be null and void. This Agreement is assignable by RAREJOB without consent by or notice to the TUTOR.

XVII. ENTIRE AGREEMENT

This Agreement, and all other agreements, exhibits, annexes and guidelines referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of, and agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties.

Both Parties agree that they have both read and understood the provisions of this Agreement and voluntarily accepts and agrees to be bound by the terms and conditions hereof. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

In witness whereof, the Parties herein have executed this Agreement this 03 day of December, 2025.



GAKU NAKAMURA
CEO and President
RareJob Inc.

**Paul Anthony
Fuentespina Arriola**
Tutor