

CONTRACT OF SERVICES

This **Contract of Services** ("Contract") made and entered into by and among:

SMARTCHARTS LTD, a corporation duly organized and existing under the laws of Malta, with principal office at Corporate House, 10 Oratory Street, Naxxar, NXR 2504, Malta, represented herein by _____ (*"First Party"*);

- and -

JAN FRANCIS ISRAEL, of legal age, Filipino citizen, and residing at **532-c Jose Abad Santos St. Baybay City, Leyte Philippines, 6521** (*"Second Party"*).

WITNESSETH: That

WHEREAS, the First Party is in need of an independent contractor for the position of **Senior Front End Developer**;

WHEREAS, the Second Party represents to the First Party that he possesses the skills and expertise as **Senior Front End Developer**;

WHEREAS, the Second Party offered his services to the First Party which the latter has accepted subject to certain terms and conditions.

NOW THEREFORE, for and in consideration of the above premises and other valuable considerations stated below, the parties hereto agreed as follows:

I. TERM AND TERMINATION

1.1 The effectivity of this Agreement shall commence on **June 15, 2020** and shall expire upon completion of the activities described below:

- a. Development, maintenance and support of SmartCharts Payments until fully operational;
- b. Development, maintenance and support of Subscription engine and E-Learning software, including the video tutorial



courses, webinars and one-to-one coaching technology until fully operational.

1.2 TERMINATION

a. End of Contract – This agreement shall be terminated upon accomplishment of the activities mentioned above. The First Party may send three (3) months' notice prior to the completion/termination of the activities mentioned above to the Second Party.

b. If the SECOND PARTY committed any breach of this agreement, or of the major offenses listed in ANNEX B, the FIRST PARTY may issue an immediate termination of the contract;

c. The Second Party may terminate this contract by providing 3 months' prior notice to the First Party.

1.3 The termination of this Agreement shall not release the Second Party from any obligation accrued or liability incurred prior to termination.

II. SCOPE OF WORK

The scope of work is defined in ANNEX A.

III. COMPENSATION

3.1 For and in consideration of the above services, the First Party shall pay the Second Party compensation of **PhP 75,000.00** per month which shall be paid in two instalments, with one on every 15th of the month and one at the end of each month. If the pay-out falls on a holiday or weekend, the fee will be payable on the succeeding banking day;

3.2 The monthly fee is payable in full only if the Second Party delivers the output to the First Party;

3.3 The Second Party shall bear the bank fees resulting from inward remittance of the payment of fees by the First Party;

3.4 The Second Party shall be responsible for his/her own taxes, and other statutory contributions. The Second Party shall free the First Party for any liability on tax payments arising from his income generated from the performance of services under this Contract.



3.2 The First Party binds to provide Bonus to the Second Party equivalent to a month's salary or pro-rata based on the number of months served payable at the end of the calendar year.

3.3 The First Party binds also to provide additional PhP2,000 per month to the Second Party as allowance.

IV. DATABASE

The Second Party acknowledges and agrees that:

4.1 The contents of the information provided by the First Party shall not be used for any purpose other than for the First Party's proper business. The Second Party is prohibited from making a copy of the Database or any information from the First Party either in hard or soft copy form or to transfer any part of the Database onto any other electronic media (for the avoidance of doubt, under no circumstances should the Second Party transfer any part of the Database onto any social networking system without the First Party's express written permission). No part of the Database should be removed from the First Party's premises either in hard or soft copy form without the express written permission of the First Party. Any breach of these prohibitions or any other form of misuse may result in disciplinary action up to and including service termination;

4.2 At the expiration or any termination of this Contract for any reason whatsoever, if the Second Party has any copies or extracts of the Database in either hard copy or soft copy form, these should be returned to the First Party as appropriate, along with all other Confidential Information (or deleted if in electronic form) and no copies shall be made or kept;

4.3 If the Second Party has reason to believe that any consultant, contractor, or employee has breached the provisions of this Section, the Second Party binds to report it to the First Party;

V. INTELLECTUAL PROPERTY & OWNERSHIP RIGHTS

5.1 The copyright over all the works ("Works") created pursuant to this Contract shall be owned by the First Party. All such Works or portions of Works created by the Second Party are hereby agreed to be "works commissioned" within the purview of *Section 178.4 of the Intellectual Property Code of the Philippines*;

5.2 However, if the First Party is not able to obtain copyright ownership under the Statutory provisions for "works made for hire,"



then the Second Party hereby assigns to the First Party all right, title, and interest in:

5.2.1 The copyright to said works and contribution to any such works ("Contribution");

5.2.2 Any registrations and copyright applications, along with any renewals and extensions thereof, relating to the contribution or works;

5.2.3 All works based upon, derived from, or incorporating the contribution or works;

5.2.4 All income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or Works;

5.2.5 All causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or Works, and all rights corresponding to any of the foregoing, throughout the world.

In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Second Party has in the Contribution or the Works, the Second Party waives those rights in favor of the First Party, its successors, licensees and assigns;

5.3 The Second Party shall give the First Party full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by the Second Party at any time during the course of the Second Party's engagement which relate to, or are reasonably capable of being used in, the business of the First Party or any member of the First Party. The Second Party hereby assigns all rights, title, and interest in the same to the First Party. The Second Party agrees to promptly execute all documents and do all acts as may, in the opinion of the Second Party, be necessary to give effect to this Section.

"Intellectual Property Rights" means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights,

rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

5.4 The First Party owns all rights, titles, and interests in Smart Charts trademarks, trade names, service marks, inventions, copyrights, trade secrets, patents, technology, software, and know-how related to the design, function, or operation of its business;

5.5 All files, records, documents, blueprints, specifications, information, letters, notes, media lists, creative works, notebooks, and similar items relating to the business of the First Party, whether prepared by the Second Party or otherwise coming into his possession, shall remain the exclusive property of the First Party.

All files, records, database, documents, blueprints, specifications, information, letters, notes, media lists, creative works, notebooks, and similar items relating to the business of the First Party, whether prepared by the Second Party or otherwise coming into his or her possession, shall remain the exclusive property of the First Party;

5.6 Upon the expiration or earlier termination of this Agreement, or whenever requested by the First Party, the Second Party shall immediately deliver to the First Party all files, records, documents, specifications, information, and other items in his possession or under his control which are the property of the First Party.

VI. NATURE OF RELATIONSHIP

6.1 The First Party is only interested in the results of the Services. The conduct, control, method and manner of the Services to be performed belong solely to the Second Party.

6.2 The Second Party is an independent contractor and as such, shall not represent himself as an agent of the First Party, nor make any commitment or sign any contract or agreement in behalf of the First Party, unless the Second Party is given prior, specific and written authorization by the First Party.

6.3 It is understood and agreed by the parties that the Second Party is not an employee of the First Party but an independent contractor only. The relationship of the First Party and the Second Party shall be that of an independent contractor, and nothing in this Contract shall be construed so as to cause the parties to be joint ventures, partners, or



employer and employee, or to cause either party to become liable for the debts or obligations of the other.

VII. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 The Second Party shall not, directly or indirectly:

7.1.1 use any Confidential Information;

7.1.2 disclose or permit the disclosure of Confidential Information to any person, company, or organization whatsoever; or

7.1.3 make or use any Copies of this Confidential Information.

7.2 The Second Party is responsible for protecting the confidentiality of the Confidential Information and shall:

7.2.1 exert best efforts to prevent the use or communication of any Confidential Information by any unauthorized person, company or organization; and

7.2.2 inform the First Party immediately upon becoming aware, or suspecting, that any such person, company or organization knows or has used any Confidential Information.

7.3 The restrictions above shall not apply to information which the Second Party or another person may be ordered to disclose by a court of competent jurisdiction, provided the Second Party has complied with the First Party's policy (if there be any) from time to time regarding such disclosures, or as may be required by law.

7.4 **"Confidential Information"** means all and any information, in whatever form, of or relating to the First Party or any company affiliated with the First Party ("Group") which the Second Party (or, where the context so requires, another person) has obtained by virtue of the engagement of the Second Party and which the First Party or any member of the Group regards as confidential, including (but not limited to):

7.4.1 financial information, results and forecasts, sales targets and statistics, market share and pricing statistics, profit margins, price lists, discounts, credit and payment policies and procedures;



7.4.2 information relating to business methods, corporate plans, business strategy, marketing plans, management systems, maturing new business opportunities, tenders, advertising and promotional material;

7.4.3 information relating to and details of the Group's delegates, prospective delegates, customers, prospective customers, suppliers and prospective suppliers including their identities, business requirements and contractual arrangements and negotiations with the First Party or any member of the Group;

7.4.4 details of employees, officers and workers of and consultants to the First Party or any member of the Group, their remuneration details, job skills, experience and capabilities and other personal information;

7.4.5 information relating to trade secrets, research activities, development projects, inventions, designs, know-how, technical specification, algorithms, coding, trading strategies and other technical information in relation with the development or supply of any future product or service of the First Party or any member of the Group and information concerning the intellectual property portfolio and strategy of the First Party or any member of the Group; and

7.4.6 any information in respect to which the First Party or any member of the Group is bound by an obligation of confidence to a Third Party.

"**Copies**" means copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

"**Database**" means any of the First Party's customer relations and sales management (CRM) databases.

7.5 The Second Party shall use the technology in confidence, employ all reasonable and necessary precautions to assure that they are not disclosed to unauthorized persons, and not permit their use or any derivative thereof for any other purposes outside of this Contract without the written consent of the First Party;

7.6 The First Party reserves the right to file an appropriate action that may arise from violation or breach of this Contract pursuant to existing laws, rules and regulation, and shall be entitled to damages in the amount to be determined by the aggrieved party and cost of litigation including attorney's fee.

7.7 The provisions on non-disclosure shall survive the termination of this Contract.

VIII. COMPLAINTS

8.1 With respect to the quality of Services rendered by the Second Party, the First Party shall notify the Second Party of any complaint or claim from the rendition of the objectionable Service/s.

IX. NON-COMPETITION

9.1 As a self-employed independent contractor, the Second Party binds not, directly or indirectly, be involved in any capacity with a business which does or could compete with the business of the First Party without its prior written consent;

9.2 The First Party shall be entitled to damages in the amount to be determined by the aggrieved party and cost of litigation including attorney's fees for any breach of the terms of this Section.

X. WARRANTIES OF THE SECOND PARTY

10.1 During the entire term of this Agreement, the Second Party warrants that:

11.1.1 He shall undertake to perform the Services called for in this Contract on his own account and under his own responsibility, according to his own manner and method, and free from the control and direction of the First Party in all matters connected with the performance of the work, except as to the results thereof.

11.1.2 He shall assure, respect, and uphold the entitlement to all occupational safety and health standards, and social and welfare benefits of its personnel, representative and assigns.



11.1.3 He shall observe all other requirements of the law to maintain its status as an independent contractor during the entire term of this Contract.

Failure of the Second Party to observe any of these warranties shall constitute a material breach of the provisions of this Contract.

XI. NO ASSIGNMENT

As it is the First Party which considered the personal qualifications and capabilities of the Second Party to render the Services, the Second Party shall not assign any of his rights or obligations under this Contract without the prior written consent of the First Party.

XII. MISCELLANEOUS

12.1 NOTICES

Notices required to be served under this Contract shall be made in writing and sent to the address of the party indicated in this Contract or to such other address designated by the parties in writing.

12.2 NO WAIVER

The failure of either party to this Contract to insist upon the strict performance of any of the terms and conditions of this Contract shall not be construed as a waiver thereof or of any other terms and conditions of this Contract, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12.3 CUMULATIVE RIGHTS

Any right or remedy conferred by this Contract shall not be exclusive of any other right or remedy, whether under this Contract or provided or permitted by law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to the parties.

12.4 LIBEL

The Second Party is expected together with his relatives and heirs not to disparage the First Party or any of its directors, officers, agents or Executives or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of the First Party or any of its directors, officers, agents or employees. Furthermore, the Second Party understands and agrees



that he and his relatives and heirs will not attack, criticize the First Party, its affiliates and any of its employees, associate or partner publicly such as forums, blogs, social networks and the likes.

The Second Party hereby acknowledges that forums, blogs, community groups or social media posts that are public and maliciously impute a crime, vice or defect against the First Party, whether real or imaginary, or any act, omission or condition, status or circumstance tending to cause dishonor, discredit or contempt of the First Party and its affiliates is defined as the criminal act of libel under existing laws. In the event that the First Party shall be forced to take legal action against the Second Party or his representatives because of libelous social media posts, the Second Party hereby agrees that the First Party shall be entitled to recover damages from the Second Party and litigation costs including attorney's fees.

12.5 ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties concerning the subject matter hereof and shall, as of the effective date hereof, supersede all previous understandings and agreements, whether oral or written, between the parties on the subject.

12.6 AMENDMENT

Any amendment or modification of this Contract or any additional obligation assumed by either party in connection with this Contract, shall be binding only if in writing and signed by the authorized representatives of the parties.

12.7 COMPLIANCE WITH FIRST PARTY'S POLICIES

The Second Party agrees to strictly comply with all First Party policies and all amendments thereto consistent with the provisions of this Contract.

12.8 SEPARABILITY CLAUSE

In the event that any one or more of the provisions of this Contract are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Contract, which shall remain in full force and effect.



12.9 GOVERNING LAW

This Agreement shall be governed by and construed for all purposes in accordance with laws of the Philippines.


12.10 VENUE

The parties agree that they will submit themselves exclusively to the jurisdiction of the courts in Taguig, Philippines only on any action, dispute, or special proceeding arising out of this Contract to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ at _____.

The First Party

Represented by:


Jan Francis P. Israel

The Second Party

Signed in the presence of:

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in City of _____, this ____th day of _____, 2020, personally appeared the following:

Name	Competent Evidence of Identity	Date & Place of Issue

all known to me to be the same person who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and place first above written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of _____.



TERMS AND CONDITIONS

ANNEX B

The following terms and conditions shall form an integral part of the Contract of Services as **Senior Front End Developer** of SmartCharts Ltd. (hereinafter referred to as "First Party").

1. The Second party is expected to adhere to the work requirements as stated in ANNEX A "*Job Description and Qualification Standards*".
2. This Agreement may be terminated on any of the following grounds:
 - a. Violation or non-compliance with any of the terms and conditions stipulated in the agreement;
 - b. Below performance;
 - c. Loss of confidence by the First Party involving the competence and integrity of the position;
 - d. Commission of such acts prejudicial to or detrimental to the interest, name and/or reputation of the First Party and its affiliates, as may be determined by the First Party, such as, but not limited to:
 - i. Falsification of, tampering with or providing false information in client's documents and other machinations;
 - ii. Conniving with employees/personnel of the First Party to enable acceptance of client's and/or documents in order to achieve performance;
 - iii. Falsification of, tampering with or providing false information in accountable documents;
 - iv. Disseminating exclusive and confidential information to the First Party's competitors;
 - v. Fraud, theft, misrepresentation or such similar acts towards the First Party, the client or any third person.
 - e. Assignment of any rights under this Agreement without the written consent of the First Party;

- f. Violation of the First Party's House Rules and such other policies as may be issued by the First Party from time to time;
- g. Failure to report to the office for the five (5) consecutive days or cumulative of 10 days during the term of this agreement without prior approval or appropriate documentation as this impacts the expected output;
- h. Breach of the trust and confidence reposed by the First Party or its management; damaging or jeopardizing First Party's interests through acts or omissions, such as, but not limited to, soliciting or giving monetary consideration or tokens, in exchange of personal favors, which affect staffs, superior, First Party and individual client/s;
- i. Such other case that may warrant cancellation of this Agreement and as may be determined by the First Party based on the latter's policies, rules and regulations and governmental laws and regulations.

The above provisions notwithstanding, the First Party may terminate the appointment of the Second Party at any time and for any reason whatsoever, at its sole discretion.

- 3. This Agreement supersedes all prior agreements inconsistent in the provisions stated herein, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. All terms and conditions contained in this Agreement and the annexes thereto shall be subject to change at the First Party's sole discretion.

Conforme:


Jan Francis P. Israel

Signature over Printed Name

Date and Time 6/14/2020, 3:30 PM