

THIRD-PARTY SERVICE AGREEMENT

This Third Party Service Agreement ("Agreement") is entered into as of October 16, 2019 concerning services between INVICTA INC., a private and business establishment duly organized and existing under Philippine laws, represented by Mr. Arvin Jay B. Mendoza, President, hereinafter referred to as CLIENT or FIRST PARTY, and Mr. Marc Reginald Panaligan, of legal age, with address at Octagon, Bading, Butuan City, 8600, hereinafter referred to as the CONSULTANT or SECOND PARTY.

This Agreement will continue in full force and effect until terminated in accordance with the terms hereof.

RECITALS

A. CLIENT and its affiliates provide various business solutions (such as IT activities, supply chain management, etc.) and services to their customers nationwide. The identity, needs and relationships with these customers have been built over time, involve detailed sales and technical information and constitute some of the trade secrets of CLIENT. As used herein, the rights and privileges of CLIENT extend to customers, which include UNI-ORIENT TRAVEL INC., the parties recognizing that CONSULTANT will be asked to perform services for customers of any of these entities each of whom has agreed to utilize the services of CLIENT to handle the IT Solutions of their customers. As used herein, "Customers" refers to any customers of CLIENT;

B. CONSULTANT is a third party IT Solutions provider nationwide, and offers the services of their staff, technicians to entities such as CLIENT;

C. CLIENT is interested in using the CONSULTANT's service personnel to perform various IT activities / tasks for its customers, and the CONSULTANT is interested in performing such tasks for CLIENT.

D. CLIENT will orient the CONSULTANT's technicians on how to provide the services to the customers, and the CONSULTANT will insure full compliance with such procedures.

E. CLIENT will provide its client UNI-ORIENT TRAVEL INC. a Continuation of Visa Upon Arrival System ("Project") as per APPENDIX A through the CONSULTANT's capabilities, and the CONSULTANT accepts to be the third party service provider for the "Project".

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

1. **RECITALS.** The Recitals above are herein incorporated herein as though stated in full again.

2. **RELATIONSHIP OF PARTIES.** The relationship of the CONSULTANT to CLIENT is that of an independent contractor. The CONSULTANT shall not represent itself as having any

authority; either expressed or implied, to make any commitments, promises, or contracts on behalf of CLIENT. All of the costs of the CONSULTANT in providing the services, which are the subject of this Agreement, except for the amounts, specifically set forth on Appendix A, shall be the sole responsibility of the CONSULTANT. Nothing herein entitles the CONSULTANT to have any exclusive rights to any product or services offered by CLIENT, or any such product or services sought by CLIENT' Customers. The CONSULTANT recognizes that CLIENT may choose to work with a number of different companies for the services provided herein, in any region, including that region in which the CONSULTANT is working, without in any way violating this Agreement.

3. REPRESENTATION. The CONSULTANT shall not represent itself to be CLIENT' Service Provider, or use the CLIENT name, logos, trademarks, or other corporate identification marks without prior, written consent from CLIENT. The CONSULTANT acknowledges CLIENT' exclusive right to its trade name and all related names, logos, trademarks and confidential documents. Nothing herein conveys any exclusive rights or representation to the CONSULTANT, and the parties acknowledge and agree that CLIENT, in its sole discretion, may elect to provide part or all of the services, which are the subject of this Agreement directly to customers without using the CONSULTANT or by using other service providers.

4. TECHNICAL MATERIALS. The CLIENT will supply the CONSULTANT with technical documentation, drawings, schematics, and engineering bulletins as maybe necessary for the CONSULTANT to competently service, install, startup or maintain its products. Special fixtures and documentation will be made available when necessary. Such materials are the property of CLIENT and shall be returned upon termination of this Agreement.

5. DESCRIPTION AND PAYMENT FOR SERVICES.

a. Description of Services. The CONSULTANT agrees that during the term of this agreement from December 4, 2019 to December 18, 2019, CONSULTANT shall provide the services as described on Appendix A.

b. Payment of Services. The CLIENT shall pay compensation to the CONSULTANT upon completion of the said project with the agreed rate of ₱8,000 and terms as described in Appendix A. Accepted payments will be through bank transfer. All fees of transaction of the said transactions shall be charged upon the CLIENT.

6. CHANGE IN SPECIFICATIONS. The CLIENT may request that changes be made to the specifications outlined on Appendix A, or other aspects of the Agreement and tasks associated thereto. If the CLIENT requests such a change, the CONSULTANT will use its best efforts to implement the requested change at no additional expense to the CLIENT and without delaying delivery of the project. In the event that the proposed change will, in the sole discretion of the CONSULTANT, require a delay in the delivery of the project or would result in additional expense to the CLIENT, then the CLIENT and the CONSULTANT shall confer and the CLIENT shall, in its discretion, elect either to withdraw the proposed change or require the CONSULTANT to deliver the project with the proposed change and subject to the delay and/or additional expense.

7. DELIVERY, SERVICE REPORTS, AND BILLING BY CONSULTANT.

a. Delivery. The CONSULTANT shall deliver all deliverables pursuant to the services as described on Appendix A. If the project as delivered does not conform to the specifications described on Appendix A, the CLIENT shall notify CONSULTANT within 15 days of the date of delivery in writing which it does not conform to such specifications. The CONSULTANT agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity. If such notice is not received within 15 days, the project shall be deemed to conform entirely to the specifications described on Appendix A.

b. Service Reports. The CONSULTANT will supply CLIENT with a final invoice and a completed report within 2 days after any service is rendered. The service report will contain at a minimum a checklist of "Works Accomplished" indicating Customer Name and Address, name and contact number of customer's representative who witnessed the "works", description or details of works done, and the customer representative's conformance on the accomplishments with signature and date. CLIENT will provide specific forms for the CONSULTANT to use.

c. Billing and Invoicing. The invoice will have at a minimum a detailed description of works accomplished. Invoices will be paid within 30 days after the date the invoice was received. Under no circumstances, can the CONSULTANT delay or decline services as a result of a billing dispute or issue with CLIENT. No bills will be processed without a service report. The CONSULTANT shall complete all billing/invoicing no later than 45 days from the date of service; otherwise the CONSULTANT will not be compensated.

8. **PROPRIETARY RIGHTS**. The CLIENT shall be the owner of all right, title, and interest in any intellectual property in the project and the services shall be deemed a work made for hire in accordance with the Copyright Act, as amended from time to time. The CONSULTANT acknowledges and agrees that the project will contain valuable proprietary rights and disclaims all rights in such rights. The CONSULTANT hereby assigns to the CLIENT without further compensation all of its right, title, and interest in the project and any and all related intellectual property rights thereto.

9. **NON-DISCLOSURE AND CONFIDENTIALITY**. During the duration of this Agreement, CLIENT may disclose to the CONSULTANT certain confidential information which may consist of but shall not be limited to, trade secrets, lists, business know-how, technical information, drawings, results of operations, strategies, practices and techniques of CLIENT, CLIENT' Customers, their preferences and identities, as well as other proprietary and confidential information (hereinafter "Confidential Information"). The CONSULTANT recognizes that such Confidential Information is a valuable, special and unique asset of CLIENT which may provide CLIENT with a significant competitive advantage and the CONSULTANT understands and acknowledges that the disclosure of any such Confidential Information to unauthorized parties will prejudice the ability of CLIENT to conduct its business successfully. In consideration of the willingness of CLIENT to disclose certain Confidential Information to the CONSULTANT, the CONSULTANT hereby agrees to receive and retain the Confidential Information in strict confidence and to use the Confidential Information only in the furtherance of the business relationship between the parties to this Agreement. Without the prior written consent of CLIENT, the CONSULTANT will not: (a) Disclose any Confidential Information to any third party or entity nor give any third party or entity access thereto: (b) Use

any Confidential Information in any manner except of the express business purpose and relationship between CLIENT and the CONSULTANT and/or; (c) Disclose to any third party entity the fact that Confidential Information is being made available to the CONSULTANT. The CONSULTANT further agrees to make no other use of the Confidential Information, to make the Confidential Information available only to its employees and those with a need to know in order to perform their duties in connection with the limited purposes of this Agreement. The prohibition against disclosure of Confidential Information will survive the termination or expiration of any business relationship between the parties. The CONSULTANT acknowledges and agrees that money damages will not be a sufficient remedy for any breach of this prohibition on disclosure of Confidential Information. The CONSULTANT will insure that all of its employees, agents or representatives who come into contact with CLIENT, its business or Confidential Information, will execute this Agreement, and agree to be bound by the terms herein. The terms and provisions of this Section, shall survive the expiration or termination of this Agreement, and shall remain in full force and effect and bind the parties hereto from the date of execution hereof.

10. **NON-SOLICITATION.** The CONSULTANT, its agents, employees and representatives shall not solicit or refer to others any CLIENT' Customers, employees, or business contacts for any purpose which is competitive with CLIENT, its business, services, and products without the prior written authorization of CLIENT, and further they shall not sell or agree to sell any service contracts directly or indirectly or agree to provide any service to CLIENT or any customers who own, control or use CLIENT products or equipment. The CONSULTANT, its agents, employees and representatives agree that they will direct any inquiries or requests for information by any CLIENT Customers only to CLIENT's Field Service. This Non-Solicitation section shall remain in full force and effect throughout the duration of this Agreement, and for a period of an additional three (3) years from the termination date of this Agreement.

11. **INDEMNIFICATION.** The CONSULTANT and CLIENT will save each other harmless of any and all liabilities as a result of claims, demands, costs including attorney's fees, which may result from any act of its officers, directors, agents or employees in performing its obligations under the terms of this Agreement or which may result from its breach of any of the terms and conditions of this agreement.

12. **TERMINATION.** Either party may terminate this agreement within 30 days written notice to the other party. Provide, however, that each party may terminate the agreement immediately without prior notice in the event of a breach of this agreement by the other party. Upon termination, the CONSULTANT shall invoice the CLIENT for the payment dues of the whole term of contract amounting to ₱8,000 and payment shall be due immediately upon request.

13. **MISCELLANEOUS.** This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement may be severed and in the event any of them is held to be invalid by any court, this Agreement shall be interpreted as if such invalid clauses and covenants were not contained herein. It shall not modify, abrogate or otherwise affect the terms and provisions herein. This Agreement will be construed according to the laws of the Philippines.

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