



SERVICE PROVIDER AGREEMENT

This Agreement is dated **January 11, 2023** [the “Effective Date”], between CONSULTARE INC.GROUP, [the “Company”], having a registered place of business in the state of Texas, United States of America, and **MARVIN VILLASENCIO** the “Service Provider”], having a registered domicile in the Philippines, hereinafter, respectively and collectively “the Parties.”

WHEREAS, the Company is engaged in services in the area of Compliance management and Information Technology development.

WHEREAS, the Company is actively seeking a Service Provider to assist the company in all aspects of business and service development for its products and services and general administrative services [the “Services”].

WHEREAS, Service Provider can provide such services to assist Company in developing its products and provide services for Company and its clients virtually.

WHEREAS, the purpose of this Agreement is to engage Service Provider provide such services to Company.

NOW THEREFORE, in consideration of the above recitals and those promises, and mutual covenants hereinafter contained, the parties agree as follows:

1. DESCRIPTION OF SERVICE/SCOPE OF WORK

FULL STACK INFORMATION TECHNOLOGY FREELANCER

Service Provider shall provide Services for Company and its clients. Service Provider agrees to serve in such capacity and to do and perform the services and acts, necessary to carry out the duties assigned by Company. The Company and the Service Provider may agree in a separate written document to expand the scope of services to include additional tasks, such written documents may be informal, e.g. emails.

2. SERVICE LOCATION

The Company is engaged in consulting and compliance services, and Informational Technology development for US and International companies [the “Products”].

3. PAYMENT FOR SERVICES

- a. Company agrees to pay compensation to Service Provider for the services in the amount of Two dollars and fifty cents (\$2.5) per hour on every internal project completed.
- b. Payments are processed on or before the 15th and the 30th of the month. The compensation shall be payable and due upon completion of service. Payment processing is via payment portals such as Wise, PayPal, GCash, or any similar method of payment.
- c. Special projects under the IT development services, compensation starts at the rate of \$4.00 per hour on the project approved by the client and is to be processed once payment is received.



- d. Service Provider service to commence on January 31, 2023.
4. Service Provider agrees to devote its time one project at a time as is necessary to adequately perform its duties during the term to the business and affairs of the Company.
 5. Service Provider shall receive all necessary and appropriate information from the Chief Executive Officer of the Company or designee for the performance of its duties. Performance reviews by the Company will be evaluated per a project basis and the Service Provider agrees to meet and deliver to the best of its ability the target work completion set by the Company or Company's Customer.
 6. The Company reserves the right to terminate this Agreement in the event Service Provider fails to perform its duties described in this Agreement.
 - a. The term of this Agreement commences on the effective date, unless sooner terminated in accordance with the provisions hereof [the "Term"]. Service Provider shall use the best efforts to facilitate its duties and the Company shall use its best efforts to support Service Provider.
 7. By virtue of this agreement the parties do not seek to establish a relationship of employer and employee between Company and Service Provider accordingly none of such employment obligations or benefits shall apply, as they may otherwise become applicable pursuant to the laws of the United States or any other country.
 8. Any notice or other document hereunder may be given or tendered by Email or similar delivery:

To Company: CONSULTARE INC GROUP
ATTENTION: Arnel Ryan
Address: 1331 Pine Trail Tomball, TX 77375
Email: Arnel@ConsultareInc.com

To Virtual Assistant: Marvin Villasencio
Address: Don Benedicto St. Gun-ob Lapu-lapu City Cebu
Email: marvin.baylon.it@gmail.com

9. The Service Provider accepts and agrees that the identities of the Company's Clients will be recognized by it as the exclusive and valuable contacts of the Company and will remain so for the duration of this Agreement. Service Provider acknowledges and agrees, as between the Parties and subject to the rights and licenses granted herein, Company is, and at all times shall remain, the sole and exclusive owner of all right, title and interest of the Company's Patent and Trademark, throughout the world.
10. Confidentiality:

The Service Provider shall keep secret and confidential and shall not disclose to any third party any information, data, specifications, drawings, reports, client information, accounts or other documents and information supplied or made available by the Company or brought into existence by the Company. The Service Provider shall take or cause to be taken such





reasonable precautions as may be necessary to maintain secrecy and confidentiality and prevent disclosure.

11. The effective date of this Agreement shall be the date dictated above. Each signer acknowledges that they are legally able to represent and acknowledge this Agreement.
12. This Agreement, entered into and deemed to be performed in the state of Texas U.S.A, shall be governed by and construed in accordance with the laws of the State of Texas USA. In the event of dispute between the parties hereto, it is agreed that the parties shall settle such dispute by binding private judicial arbitration utilizing the laws of the State Texas and the prevailing party in such action shall be entitled to recover reasonable attorney's fees and all costs.
13. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the Parties hereby agree that the validity of any other provision and of the entire Agreement shall not be affected thereby.
14. The Article and Section headings of this Agreement are included for reference only and shall not constitute any part of this Agreement in construing or interpreting this Agreement.
15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. An Email or other form of scan of this Agreement shall constitute a legal and binding instrument. However, each party may mail an original document with signature to the other party within ten days of execution.
16. This Agreement may be terminated by either party upon serving a written notice to the other party to the address provided hereinabove or via email.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year set forth.

Company: Consultare Inc Group


ARNEL RYAN
Chief Executive Officer

Marvin Villasencio
Virtual Assistant

January 11, 2023

Date

January 18, 2023

Date