



CONTRACT OF EMPLOYMENT

This Agreement ("Agreement") constitutes a legal agreement between you ("you" or "your") and **Pendulum** (together, the "Parties"). This Agreement shall become effective upon **Pendulum's** written notice to you that your contractor application has been approved.

1. EMPLOYMENT RELATIONSHIP

Official working hours: 2 hours per day(10 hrs per week), which is not limited to fulfilling assigned tasks, prior to deadlines.

During the term of this Agreement, you will provide services as agreed upon between you and **Pendulum**. You will be responsible for handling all tasks and projects as assigned to you by senior staff of the company, including but not limited to your team lead and department leader. As such, you may be subjected to reviews and assessments from executives and senior members of staff at **Pendulum**.

You are bound by the company's Rules and Regulations as well as its Terms and Conditions.

2. FEES

There is no current form of payment associated with this agreement to work for **Pendulum**.

3. PROVISION OF SERVICES

All Services shall be provided using only the company's certified tools. You are expected to fit into the company's operation workflow. You are to perform tasks under the direct supervision of your team lead and by extension, other senior members of staff in your department.

4. CONFIDENTIAL INFORMATION

You acknowledge and agree that in the performance of this Agreement you may have access to or may be exposed to, directly or indirectly, confidential information about **Pendulum**. Confidential

Information includes (but is not limited to): user information, software or hardware design, security architecture, staff recruitment processes, Employee salary structure, fellow employee's Confidential information, marketing and

business plans, financial, technical, operational and such other non-public information about **Pendulum** and its Clients (whether disclosed in writing or verbally) that they designate as being proprietary or confidential or of which you should reasonably know that it should be treated as confidential.

You acknowledge and agree that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) you shall not use Confidential Information for any purpose except in furtherance of this Agreement; (c) you shall not disclose Confidential Information to any third party, except with the express written consent of the disclosing party; and (d) you shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the disclosing party.

5. INDEMNIFICATION

You will defend, indemnify, and hold harmless **Pendulum, Pendulum's** affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third-party claim concerning your violation of Section 3 or 4, including without limitation reasonable attorneys' fees. Without limiting this Section 5, **Pendulum** will not be responsible for withholding or paying any income, payroll or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify **Pendulum** against, all such taxes or contributions, including penalties and interest.

6. TERM, TERMINATION

The term of this Agreement shall commence upon **Pendulum's** notification to you of its acceptance of your application, and shall continue for an initial period of six months. After six months, the term shall be renewed. After the initial term, you may terminate this Agreement by providing 30 days written notice to williamspraise01@gmail.com or another email address if specified.

Pendulum may immediately and without notice terminate this Agreement at any time for any breach of this Agreement (as determined solely by **Pendulum**). In all other instances, **Pendulum** may terminate this Agreement at any time for any reason with 5 days written notice.

7. JURISDICTION; VENUE

You and **Pendulum** agree that the exclusive jurisdiction and venue for any claim related to this Agreement or the Services will be in the Federal Capital Territory (FCT), Federal Republic of Nigeria.

8. NO CLASS OR REPRESENTATIVE PROCEEDINGS

CLASS ACTION WAIVER. YOU AND **PENDULUM** AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and **Pendulum** agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

9. SEVERABILITY

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law. Moreover, the Parties agree that if any part of this Agreement is deemed invalid or unenforceable by a court of law or arbitrator, the Parties will work together to construct acceptable substitute language to achieve the intended provision and to ensure that this Agreement is fully binding, and in full force and effect.

10. MODIFICATION

Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of both Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

11. INTEGRATION

This Agreement sets forth the entire agreement between the Parties with regard to the subject matter herein. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this Agreement. This is an integrated agreement. Should the language of this contract conflict with **Pendulum's** policies, manuals or memoranda applicable to its employees, the language of this contract shall control.

12. NON-WAIVER

The waiver of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Any waiver shall operate as a waiver only with respect to the specific matter involved and in no way shall extend to any further matter.

13. ATTORNEYS FEES AND COSTS

In the event of breach of this Agreement, or in the event of any controversy in connection with the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and costs incurred in enforcing this Agreement or any of its provisions.

14. ACKNOWLEDGEMENT

Each party acknowledges that he, she or it has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys. The drafting of this Agreement is mutual, and shall not be construed against either party.

Name: _____

Signature: _____

Date: _____