

Confidentiality Agreement

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of 23rd of January 2016 by and between fewStones Pte Ltd (the Company), and Alex Culango (the Independent Contractor) with its principal place of business in Philippines.

In consideration of the mutual premises herein contained, Company and Independent Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

The Company hereby engages the Independent Contractor to render the services, and deliver the reports, according to the requests sent by the Company (collectively, the "Services") starting on January 25, 2016.

Working hours are 9am – 6:30pm Singapore Time with a lunch break.

SECTION 2: COMPENSATION

A. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, the Company shall pay the Independent Contractor as follows (check as applicable):

Salary is PHP 55,000 a fixed monthly fee (the "Fee") in the amount of PHP 27,500 payable on the 15th and end of each month.

B. Payments shall be preceded by an invoice from the Independent Contractor (to be submitted monthly), which Company shall then pay in the ordinary course.

C. Independent Contractor acknowledges and agrees that, except as provided in this Section 2, it shall not be entitled to, and the Company shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

SECTION 3: ASSURANCE OF SERVICES

A. Independent Contractor will assure that he or she will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable):

SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP

A. The Independent Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit the Company to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the Company.

B. Further, the Independent Contractor shall not be entitled to participate in any of the Company's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

C. The Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility.

SECTION 5: PROPRIETARY RIGHTS

A. The Independent Contractor acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Independent Contractor in connection with such Services, nor any right to or interest in any copyright therein. The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Company, and that the Company is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials.

B. In the event that such Materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Independent Contractor hereby assigns to the Company any and all right, title, and interest Independent Contractor may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known or hereafter created. The Independent Contractor agrees to execute such instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the Company's ownership of such Materials, and all other rights, title, and interest therein.

C. Notwithstanding the foregoing, the Company acknowledges that the Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's past experience in the industry and in providing similar services to others and they expect to continue such work in the future. Subject to the confidentiality provisions of Section 6 below, generic

information communicated to the Company in the course of this project either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms of A & B above.

SECTION 6: CONFIDENTIALITY

A. In connection with the performance of Services hereunder, the Independent Contractor may be exposed to confidential and proprietary information of the Company, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall not be disclosed by the Independent Contractor to any third party without the written consent of the Company.

B. The Independent Contractor shall not, without the prior written consent of the Company, use the Company's name in any advertising or promotional literature or publish any articles relating to the Company, this Agreement, or the Services and shall not otherwise refer to the retention of Independent Contractor to render consulting services hereunder.

SECTION 7: WARRANTIES AND INDEMNIFICATION

A. The Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

ii) The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry;

iii) The Materials will not contain libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine;

vi) The Independent Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Independent Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Independent Contractor or any material contract to which it is a party;

v) The Independent Contractor will perform the Services in accordance with the specifications established by the Company.

B. The Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of the Company or any material contract to which it is a party.

C. The Independent Contractor shall comply with all of the Company's standards and procedures when working on-site at the Company, including without limitation, standards relating to security.

D. The Company shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other assistants in the course of performing this Agreement.

E. The Independent Contractor hereby indemnifies and holds harmless the Company, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Company shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

SECTION 8: TERM AND TERMINATION

A. The term of this Agreement shall commence on the date hereof for a trial period of two weeks. It shall continue until the Independent Contractor satisfactorily completes performance of the Services (hereinafter the "Term") should the trial period is successful.

B. This Agreement may be terminated:

- i) by either party upon two (2) days prior written notice if the other party within the trial period
- ii) by either party upon seven (7) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default has not been cured within such seven (7) day period
- iii) by the Company at any time during the Term for any reason (or no reason) upon fifteen (15) days written notice.
- iv) by the Independent Contractor at any time during the Term for any reason (or no reason) upon fifteen (15) days written notice.

C. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.

D. Upon termination by either party, Independent Consultant shall provide to Company any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Company provided to the Independent Consultant in connection with this Agreement.

SECTION 9: DAMAGES AND REMEDIES

A. In the event of termination of this Agreement by the Company pursuant to Section 8.B (i), the Company shall have all remedies available to it at law and in equity. Any and all Materials prepared for and/or delivered to the Company prior to termination shall remain the property of the Company.

B. In the event of termination pursuant to Section 8.B (ii), and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid pursuant to Section 2 and the Company's sole obligation shall be to pay Independent Contractor the amount due for Services already acceptably performed and Materials already accepted, pro rata. In no event shall the Company be liable for any lost profits or consequential, incidental or special damages.

C. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with the Company, and the Independent Contractor's sole remedy in such a dispute shall be at law.

Section 10: GENERAL TERMS

A. This Agreement shall be governed and construed in accordance with the laws of Singapore applicable to contracts made and fully performed therein, and the state courts located in Singapore shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

C. The Company may freely assign this Agreement, in whole or in part. The Independent Contractor may not, without the written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement, except that the Independent Contractor may transfer the right only to receive any amounts which may be payable to it for performance under this Agreement, and then only after receipt by the Company of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

D. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

F. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.



By: Sophie Normand

Title: Managing Director, fewStones Pte Ltd

By: _____

Title: _____