



PART-TIME CONSULTANCY AGREEMENT

Date: January 1, 1970

Ff Satellite

Address Adams, Ilocos Norte Region I (Ilocos Region), Philippines 0000

Dear **Mr/Ms. Satellite**,

We are pleased to inform you that as **Part Time Consultant / Front End Developer** under Satellite Teams, a division of Spectrum Solutions BPO, Inc. you are bound by the following terms and conditions:

1. This agreement shall be effective **August 8, 2022 to November 8, 2022**. Furthermore, this agreement may be terminated by either party upon **Thirty (30) day notice** in writing from either party to the other.
2. It is agreed that your services may be terminated at any time should the Company feel that your performance is not satisfactory. In the event your services are terminated by the Company, you will be entitled to collect only your consultancy fees up to the end of working hours of the last day of actual service, subject to the usual accounting and clearance procedures and turnover of responsibilities to the appropriate personnel of the Company.
3. For acting as our Consultant and for time and attention to the work assigned to you, you shall be paid a consultancy fee of **50,000.00**
4. You agree to abide by the established and completed **40 hours per week** and waive any right to compensation for time lost from the established working hours and must be logged in/out in our company Time and Attendance System.
5. You agree to abide by all Company rules and regulations, which it shall be your duty to study and know immediately upon employment. You agree to refrain, during the term of your consultancy agreement with us, from working for other entities or from engaging in any business or activity which is or may be prejudicial to the interest of the Company or which will interfere with the performance of your duties with the Company, whether within or outside working hours, without the prior written consent of the Company.
6. The Company shall not be responsible for any and all expenses you may incur in the execution of the duties of your position unless the authorized representative of the Company, prior to your incurring of such expenses, duly authorizes the same.
7. This Agreement does not entitle you to other benefits that are, or may hereafter be granted to regular employees, except upon its discretion, extends the Leave credits and Medical Plan based on existing Company policy and procedures.
8. You agree that all case files, records, and documents of the Company and its clients and all information pertaining to their affairs are confidential and that no unauthorized disclosure or reproduction of the same will be made by you at any time during or after the expiration of this Consultancy Agreement. A copy of the Company's Confidentiality and Non-disclosure Agreement is made an integral part of this Agreement.

9. You agree that all case files, records, documents, and properties of the Company or its clients in your custody or control shall be immediately surrendered to the Company upon request of any of the Company's officers. You also agree that you shall be held solely responsible and accountable for every money that may come into your possession by reason of this Agreement and exercise of your duties. Accordingly, you shall return any overage and restore any shortage to the Company upon your discovery thereof or when demanded by the Company.
10. You shall not install any unlicensed software in the Company's computer system or in any computer hardware which the Company will provide to you or to which you have access during the term of this Agreement.
11. It is expressly agreed and understood that there are no verbal agreements or understandings between you and the Company or any of its Directors, Officers, staff, agents, or representatives, affecting this agreement and this agreement constitutes the entire and only agreement between you and the Company. No alterations or variations of the terms hereof shall be binding upon either party to this agreement unless the same is reduced in writing and signed by you and the Company.

We welcome you into our organization and trust that your association with us will be mutually beneficial. Your signature in the space provided below will denote your acceptance of the foregoing terms.

Accepted by:



Ff Satellite

Part-Time Consultant / Front End Developer

Date Signed: September 13, 2022

A handwritten signature in black ink, appearing to read "Mariecon S. Bautista".

MARIECON S.

BAUTISTA

Human Resource Director



CONFIDENTIALITY AND NON-COMPETE AGREEMENT

Know all men by these presents:

This agreement entered into this by and between SPECTRUM SOLUTION BPO, INC. duly organized and existing under the laws of the Philippines with office at Unit 209, Amberland Plaza, Jade Drive, Ortigas Center, City of Pasig 1605, hereinafter referred to as the Company represented in this Act by its HR DIRECTOR – MARIECON S. BAUTISTA

-and-

FF SATELLITE, of legal age, Filipino, residing at Address Adams, Ilocos Norte Region I (Ilocos Region), Philippines 0000, herein referred to as Part-Time Consultant

WITNESSESTH

Confidentiality

You agree that all records and documents of the Company, all information pertaining to its business or affairs or any of its affiliated companies are confidential and that no unauthorized disclosure or reproduction of the same will be made by you at any time during or after your agreement with us. You agree that all company records, documents, and assets, in your custody and control shall be immediately surrendered to the Company if requested, during the consultancy period, and the termination thereof, whether or not requested.

You shall not at any time or any manner, either directly or indirectly, divulge, disclose or communicate to any person, natural or juridical, in any manner whatsoever any information concerning any matters affecting or relating to the business of the Company including but not limited to techniques, technology, and other systems, without regard to whether or not such matters will be deemed confidential, material or important. You acknowledge and agree to be bound by the Confidential Agreement integrally of this Agreement

Any breach of the terms of this Section shall be a material breach of this Contract and may be a ground for termination of employment.

Non-Compete

You agree not to engage in any activity that is competitive with any activity of the Company during the course of the agreement with the Company and for a period of One (1) year after termination of your employment with the Company. For purposes of this paragraph, competitive activity encompasses being subsequently employed by the Company's suppliers or any other entities engaged in a business which is directly or indirectly competing with the Company's business, including companies engaged in the development or marketing of software packages similar to and/or competing with the Company software products; doing any work not assigned by the Company for the Company's clients or suppliers; or making plans to form a business entity that may be deemed to be competitive with any business of Company.



You also agree that while employed by the Company you will not seek any form of employment nor offer your services to the Company clients, and for a period of Twelve (12) months after the termination of your employment under this Contract in any manner, whether with or without cause, you will not accept any form of employment, whether contractual or regular, directly or indirectly, or in any manner be connected with any of the Company clients.

You further agree that in the event of your violation of this Section on non-competition, you shall pay liquidated damages equivalent to **Two Million pesos (Php 2,000,000.00)** or all losses that the Company may incur due to the violation, whichever is higher.

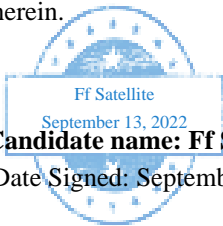
In witness whereof, the parties have signed this Agreement in Pasig City, Philippines on the date herein above written.

MARIECON S. BAUTISTA
Human Resources Director
Satellite Teams - Manila | Philippines

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ACCEPTANCE:

I have read and understood the contents of this letter offer and I am willing to abide by the terms and conditions stated herein.


Candidate name: Ff Satellite
Date Signed: September 13, 2022