



PART-TIME CONSULTANCY AGREEMENT

Date: August 9, 2024

Name: Zeref Dragneel

Address: , , Philippines

Dear **Zeref Dragneel**

We are pleased to offer you the role of **Part Time Consultant - Front End Developer** under Satellite Teams, a division of Spectrum Solutions BPO, Inc. Accordingly, your concurrence to be engaged as such shall be deemed as an acknowledgment of the following terms and conditions during the efficacy of this agreement:

1. This engagement shall commence on **September 9, 2024 and end on October 9, 2024**. Within the given period, the Part Time Consultant shall render a total of Forty (40) hours of work every week;
2. **In rendering the assigned work as indicated above, you shall be paid a consultancy fee of Php 97,000.00. In this regard, SSBPOI obligates upon itself the duty to withhold and remit the required amount of tax from the payment of the consulting fee to comply with prevailing tax laws in the Philippines.**
3. Payment of the consultancy fee shall only be released upon the successful submission and formal approval of an assigned task which has been agreed to be completed within a predetermined delivery period prior to the designated date of such payment.
4. Completion of the Forty (40) hours of work required by SSBPOI in every given week is mandatory. In this regard, you are expected to log in / out in SSBPOI's Time and Attendance System for purposes of monitoring. Any amount of time lost or deviated from the established working hours shall mean a waiver of your compensation over such particular portion.
5. This agreement may be terminated by either party upon thirty (30) days notice in writing from either party to the other.
6. It is agreed that your services may be terminated by SSBPOI at any time on the ground of unsatisfactory performance and/or violation against the Company Code of Conduct and Ethics. In the event that your services will be terminated by the Company, you will only be entitled to collect 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 complete turnover of responsibilities to the appropriate personnel of the Company.
7. You agree to abide by all Company rules and regulations and refrain, during the term and efficacy of this agreement, 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, whether within or outside

working hours, without securing a prior written consent from SSBPOI.

8. The Company shall not be responsible for any and all unauthorized expenses which you may incur in the performance of your work. Only those which have been duly authorized by SSBPOI shall be considered for this purpose.
9. This Agreement does not entitle you to other benefits that are, or may hereafter be granted to regular employees, except when SSBPOI extends the Leave credits based on existing Company policy and procedures.
10. 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.
11. 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.
12. Any and all forms of output, whether collateral or final, performed and delivered by the consultant in the course of this agreement, including their operability and consequences, shall strictly belong to and perpetually remain as SSBPOI's property. Any and all documents or software retained by the consultant shall be understood to be kept merely for records purposes only. For this reason, SSBPOI reserves the right to exhaust all available legal remedies to protect its interest should this provision be found to have been violated by the consultant.
13. The consultant shall not be allowed to assign any portion or the entirety of the project or undertaking set forth in this agreement to a third party provider without SSBPOI's prior and written consent.
14. You acknowledge, understand, and agree that the engagement of your services shall require that you have a stable internet connection and a personal laptop or computer desktop, which you will use in order to perform the remote work set forth and defined in this agreement.
15. Moreover, the consultant acknowledges that Satellite Teams, Inc. has the right to exercise control and supervision over the consultant's performance of a particular work to ensure its timely delivery. Further, the consultant understands that Satellite Teams, Inc. also has the right to periodically check and assess his or her progress at work



through the use and installation of a software program in his or her personal laptop or computer desktop.

Within the limits of this agreement, the consultant unconditionally gives it consent to and unequivocally permits Satellite Teams, Inc. to install a productivity tool into the personal laptop or computer desktop that he or she uses or will use at work and to monitor his or her remote office activities during work hours only. These activities include time spent on the different websites used while working, total time devoted on different projects and tasks, start time, end time, and total time worked in a day or date range, keyboard and mouse activity levels; and intermittent screenshots of computer screen/s which, by default, are set to blurry so as not to encroach onto the consultant's private space.

Nothing in this agreement authorizes Satellite Teams, Inc. to do any monitoring activities outside of the consultant's hours of work. It should be understood that, while the application is installed into the devices and is used during office hours, the consultant shall have the authority to start and stop the application from running therein. In fine, the discretion to manage the time and function of the program during office hours shall be dependent upon the consultant. Satellite Teams, Inc. commits upon itself the strict responsibility to act within the bounds of the productivity check and agrees to open itself to potential liability for taking undue advantage of such authority.

16. The consultant expressly authorizes Satellite Teams or any designated officer, employee, agent, or representative thereof to inquire about my educational background, work experiences, achievements, wage history, performance, attendance, and the reason for separation from former employment/s.

The consultant gives consent to the presented references to respond to any relevant questions and understand that any information provided in the course of the inquiry will be used solely for the purpose of determining my acceptability for engagement at Satellite Teams. The consultant acknowledges that the commencement and completion of the background check may be conducted at any time within a 6-month period from the consultant's start date. Satellite Teams reserves the right to decline the job application or rescind the contract within this period, should the result thereof turns out to be unfavorable.

17. It is expressly agreed that there is no verbal agreement or understanding between you and the Company or any of its Directors, Officers, staff, agents, or representatives, affecting this agreement. This agreement constitutes the entire and only covenant 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.

Once again, it is with great pleasure that we welcome you to our organization. We trust that your association with us will be mutually beneficial to you and to SSBPOI. Your signature in the space provided below shall represent your full acceptance of the foregoing terms.



GERALDINE P. SABINAY
Global HR Head

Zeref Dragneel - Front End Developer
Date Signed:

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

Know all men by these presents:

This agreement entered into this **9th day of August , 2024** by and between **Spectrum Solutions BPO, Inc.**, duly organized and existing under the laws of the Philippines with office Unit 209, Amberland Plaza, Jade Drive, Ortigas Center, City of Pasig 1605 hereinafter referred to as the Company, represented in this Act by its **Global HR Head, Geraldine P. Sabinay**

-and-

Zeref Dragneel, of legal age, Filipino, residing herein, , , **Philippines** referred to as a Part-Time Consultant - Front End Developer

WITNESSETH

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 this consultancy agreement.

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 consultancy agreement 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 engaged with 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 consultancy agreement 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 **1 million pesos (Php 1,000,000.00)** 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.



GERALDINE P. SABINAY
Global HR Head

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ACCEPTANCE:

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

Name: Zeref Dragneel

Date Signed: