

SATELLITE TEAMS INC. (SATELLITE TEAMS) TERMS AND CONDITIONS OF USE

ABOUT US

We, Satellite Teams Inc. (Satellite Teams), are an entity, lawfully organized by virtue and in accordance with the law, engaged in the business of providing back-office support and export-oriented services to various companies outside the Philippines, including, but not limited to, customer service, account management, software development relating to I.T.-based business solutions and support services, and in doing all acts and things necessary or incidental for the attainment of the above purposes. In the conduct of the foregoing activities, we act solely as an independent contractor and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, parent and subsidiary, or joint venture.

PREFACE

We present these Terms and Conditions of Use (Terms and Conditions) for you to understand the general considerations in engaging the services and in procuring the products of Satellite Teams Inc. (Satellite Teams), offer. It is our aim to be transparent and upfront with the requirements to be imposed in using this Platform. In return, we, likewise, expect that you will reciprocate to us the same level of transparency for us to serve you better. If anything appears to be unclear in the general Terms and Conditions or in any of the offered products or services set forth within this Platform, you may let us know for immediate feedback or assistance, if necessary.

Kindly note that this present agreement shall prevail over and supersede any and all previous ones that you had with us in the past. As such, any conflict arising therefrom shall be resolved using this agreement as the legal reference.

ACCOUNTS AND MEMBERSHIP

We warrant and represent that we have full authority to offer and perform the products and services stipulated in the Terms and Conditions in using this Platform.

Reciprocally, you warrant and represent that you have full authority to agree to these Terms and Conditions, and to comply with the obligations required by the same. You, likewise, warrant and represent that you are in good standing under the laws of the jurisdiction in which you are present and that you have not entered and will not enter into any agreement that will prevent you from complying with or performing your obligations under these Terms and Conditions. Should, after careful check and investigation, it is found that you deliberately supplied and submitted false contact information or any other details relevant to this agreement, we shall be compelled to suspend or cancel your

account and to discontinue any of our services if it is determined that a violation of this agreement has been committed. We will not be liable for any acts or omissions committed by your person, including any damages of any kind which may have been incurred or have resulted therefrom. Once we have deleted your account and blocked your email address and internet protocol address for the foregoing reasons, you may not re-register for our services.

DEFINITION OF TERMS

“**Hired PRT**” is the one hired to provide services at the Client’s request and on the Client’s behalf pursuant to an SOW.

“**PRT**” is a vetted professional talent individual that works remotely.

“**PRT Service**” is role, job description, and/or services described in an SOW which the hired PRT shall be contracted to perform.

“**Recruitment Fee**” is the amount equivalent to one (1) month of the Single Rate for the position for each Hired PRTs pursuant to the applicable SOW, unless otherwise stated.

“**Service(s)**” are the services set forth in an SOW which we are to perform for the Client including, by way of example only, screening, recruitment, and hiring of PRTs on Client’s behalf, legal employment, payroll management, benefits management, local compliance, and taxation with respect to Hired PRTs.

“**SOW (Scope of Work)**” is the mutually executed order or statement of work, referencing this Agreement and setting out the Services to be performed by our Company and/or a Hired PRT for Client and the fees to be paid by Client in exchange therefor.

“**ST Single Rate**” is the monthly fixed fee set forth in the applicable SOW but does not include any other fees listed in the applicable SOW or fees or any Add-on Services, that are included in, or may later be added thereto.

VALIDITY OF THE AGREEMENT

If you find the terms and conditions in using this Platform suitable to your requirements and consent to the engagement of our services, the Agreement shall be effective, from the time of signifying such conformity, for an initial term of 1 year (the “**Initial Term**”) or until terminated based on the conditions set forth herein. The PRT Services will only commence upon the PRT’s acceptance of an offer of employment and the payment of the Recruitment Fees in connection with such hiring of the PRT.

At the end of the Initial Term, the Agreement shall be automatically extended for additional periods of 1 year unless terminated by mutual agreement. Either party may terminate this Agreement upon 90 days’ notice in writing to the other party. You may terminate any part of the SOW with respect to a particular PRT within 90 days’ written notice, unless such termination relates to an act considered as serious misconduct under your and our

disciplinary policies, in which case, such termination shall be effective immediately. Upon termination of this Agreement, the terms and conditions contained herein shall continue to apply to all SOWs in effect at the time of termination.

Should we find, in connection with the performance of our services, that a reimbursement of an amount in our favor is wanting, you shall be required to promptly tender such necessary payment within 30 days from the time of invoice receipt.

OUR DUTY UNDER THE AGREEMENT

During the term of the Agreement, and upon your request, we shall identify and introduce potential PRTs who can provide the services that you need on a full-time basis. We will enter one or more SOWs for any PRTs to be hired upon your instruction. Any offer of employment that we will make in favor of a PRT shall be based on your request and in accordance with an approved SOW that you entered with us. In the performance thereof, we reserve the right to refuse the hiring of any PRT if the parties do not agree on the terms of an SOW applicable to a given PRT or if we reasonably believe that his or her employment would violate any applicable law or public policy.

We shall be the employer-on-record of the Hired PRTs and, as such, shall be responsible for remitting the payment of their wages including all employee benefits, disability benefits, health insurance, worker's compensation, auto insurance, or other employee fringe benefits.

If you request and cause the termination of the Hired PRT within 60 days of the initial start date of his or her employment, we will use commercially reasonable efforts to identify and offer a replacement PRT free of an additional Recruitment Fee. This provision shall not, however, apply if said termination or resignation is attributable to change in compensation or other benefits of employment, unlawful conduct, sexual harassment of the PRT, or other illegal conditions of employment that you will commit to the disadvantage of the Hired PRT.

YOUR DUTY UNDER THE AGREEMENT

The supervision of Hired PRTs and PRT Services is solely your responsibility. You agree and acknowledge that we shall neither have nor exercise any control or direction over the manner and method by which the Hired PRT shall provide PRT Services, duties, works, functions, or other activities. In supervising Hired PRTs, you will adhere to the requirements set forth in the applicable SOW. Likewise, you shall have the sole authority to determine the means by which the Hired PRT will deliver the PRT Services and the method of appraising the work performance of each Hired PRT, provided that, the same are only those authorized PRT Services as enumerated in the applicable SOW.

Similarly, you agree to comply with all applicable safety, anti-discrimination, health, and work environment laws, regulations, ordinances, directives, and rules imposed by

controlling federal, state, and local governments relating to Hired PRTs other than those related to employment and payment of the PRT, including strict observance of applicable meal/rest breaks, overtime, holidays, and medical leave. It is understood that you will implement and maintain usual, customary, and appropriate internal procedures and controls (including information technology, proprietary information, creative designs, and trade secret safeguards) in connection with the PRT. We shall not be responsible for any losses, liabilities, or claims arising from the lack of such controls or procedures.

In fine, you will abide by all applicable laws with respect to notices, disclosures, conditions which may affect the continuous employment of the Hired PRT. You will neither take any actions with respect to interviewing PRTs nor will influence our decision regarding the nomination or employment of a particular PRT. You agree to comply with policies and instructions that we provide and design to ensure your full compliance with local regulatory and labor laws relative to the engagement of the Hired PRT including, but not limited to, the enjoyment of all applicable meal and rest breaks, overtime, holidays, and medical leave benefits.

PAYMENT OF FEES

Single Rate and Other Recurring Fees. You agree pay the ST Single Rate if any, set forth on the applicable SOW as well as any other recurring fees for recurring Services, including, without limitation to, fees for Add-on Services, as indicated in the applicable SOW (the “***Other Recurring Fees***” and together with the ST Single Rate, the “***Recurring Fees***”) on a monthly basis. Upon a PRT’s acceptance of an offer of employment, you will pay the Recurring Fees pro-rated for the then-current calendar month as well as the Recurring Fees for the subsequent calendar months. Thereafter, the Recurring Fees for each calendar month will be invoiced on or prior to the 15th of the immediately preceding month due and payable on the 20th day of the immediately preceding calendar month.

Recruitment Fee. You agree to pay the Recruitment Fee, if any, set forth in the applicable SOW. Recruitment Fees shall be deemed earned upon our submission of an offer for employment to the applicable PRT in any capacity upon your request and PRT’s acceptance of such offer. Payment of Recruitment Fees is due and payable upon the acceptance of such employment offer by the applicable PRT.

Statutory Leave Benefits. You acknowledge, understand, and agree that the payment for the PRT’s statutory leave benefits has already been included in the monthly fees being charged for our services. Accordingly, we reserve the right to continue billing for the monthly recurring fees or additional recurring fees, whichever may be applicable, if the PRT goes on an authorized leave of absence from work which he or she is entitled to locally avail based on statutory leave benefits. These benefits which the PRT may lawfully enjoy, in accordance with the prevailing municipal laws and other social legislations, shall include, but not be limited to: Service Incentive Leave, Maternity Leave, Paternity Leave; Parental Leave for Solo Parents; Leave for Victims of Violence against Women and their

Children; and Special Leave Benefits for Women due to Surgery Caused by Gynecological Orders among others. Here, you are duty-bound to report to us the fact of PRT's authorized leave of absence and to furnish any relevant document in support thereof. After processing the documents submitted, we shall issue any corresponding invoice to the Client for purposes of payment at a given time agreed upon by both parties.

Other Fees. Any fees other than those contemplated herein will be due and payable in accordance with the SOW or as otherwise agreed between the parties.

Payment Method. Promptly, upon execution of this Agreement, you agree to provide us with its ACH account or credit card information (collected in the SOW), and to keep information pertaining to such Payment Method current, complete, and up to date all the time. You agree that our or our third-party payment service provider may charge you for all amounts owing hereunder. You shall undertake all required actions, execute any required documents, instruments, or agreements, or otherwise do any other things that we will require in order to effectuate the foregoing authorization. Accordingly, you must either pay by ACH transfer or by credit card. Any payments made by credit card shall include a 3% (4% for Amex) administrative fee to be remitted at the time of such payment.

Expenses. All pre-approved expenses incurred by us on your behalf will be reimbursed to us within 7 days from the presentation of the expense report. We will not incur any expense on your behalf without your prior written consent. In the event the PRT Services require travel of the Hired PRT to your offices, a travel request will have to be approved by both parties for this purpose.

Deposit. You agree to provide us with such amounts as we may request at the inception of this Agreement by way of deposit against amounts that you ought to pay payable hereunder. Further, if you repeatedly fail to pay the owed amounts, you will, upon our request, provide a deposit to cover future Single Rate fees in the amount that we will determine. We shall maintain deposits that you will make as fungible funds in a non-segregated, non-trust account, in which you shall not be entitled to any interest. It is understood that it shall be returned to you at the termination of services and/or in lieu of the final bill, net of outstanding invoices or other expenses/charges. Such deposit, if any, shall be chargeable for all amounts you are unable to pay.

Disputes / Nonpayment / Collection / Attorneys' Fees / Interest. You must notify us of any dispute with respect to any invoice within three (3) calendar days after the date on which such invoice has been issued or such invoice shall automatically be deemed accepted. If you fail to make timely payment for the Services or PRT Services, we shall be entitled to its full attorneys' fees and costs incurred in recovering any such fees. All unpaid amounts will be subject to interest from the date the unpaid Services were first provided to you up to the date of actual payment, compounded monthly, at a rate of the lesser of 1.5% percent per annum and the greatest amount permitted under applicable law.

Interruption of Services; Cancellation of Recurring Services. You understand and acknowledge our operations, business, and other needs may be materially, consequentially, or significantly hampered, impaired, impeded, or otherwise adversely affected if you fail to timely remit payment for the Services or PRT Services rendered. As such, we reserve the right to interrupt, pause, delay, or otherwise halt the provision of such Services or PRT Services to you for this purpose. Should a credit card charge hereunder fail for whatever reason, you must provide alternate payment information to replace the credit card on file within 24 hours, without the need of a demand therefor. If you fail to provide such alternate payment information within the required period or fail to pay any Recurring Fees, we may terminate all unpaid Services, effective as of the end of the then-current month, and you will pay a penalty equivalent to the aggregate amount of three months' Recurring Fees.

Increases in Rate Schedule. We reserve the right to modify, adjust, or otherwise alter the rates or fees on a go-forward basis and / or to increase the Single Rate in each SOW owing to the fluctuation in the foreign currency exchange market. You hereby agree and acknowledge that the pricing for Services and PRT Services depends on the exchange rates for currencies applicable to the local PRT. Therefore, all rates in this Agreement, including the Single Rate and Recruitment Fee, shall be subject to increase and/or modification for reasons relating to changes in the foreign currency exchange rates. Further, it is understood that the Single Rate will be increased by 1.5% every six (6) months as part of the cost-of-living adjustment.

Non-Guarantee. You acknowledge that your obligation to render payment for our Services is not contingent on the success of the PRT, PRT Services, or any outcome. You hereby agree that the identification of a PRT is a mere a recommendation and suggestion only and that his or her ultimate success of a PRT shall largely depend on your control and supervision. We shall not be responsible for the success, non-success, results, or any outcome relating to its services or the PRT's services provided to you as said instance is outside of the bounds of our management and control.

INTELLECTUAL PROPERTY

You shall be the sole and exclusive owner of all rights, title and interest in the work and work product provided by the Hired PRTs. As such, we hereby assign all rights, title, and interest, including all intellectual property rights, of a particular work or output which the Hired PRTs may have produced in the course of his or her employment with you. We irrevocably and unconditionally waive any *droit morale* or “moral rights” that ST has or may have over the same and hereby agree not to make any claim therefor against you and/or your licensees or distributors.

NON-SOLICITATION

You agree that, during the term of this Agreement and for two (2) years thereafter, you will not: (i) recruit, solicit, or otherwise induce any of the Hired PRTs, the PRTs introduced to you, or our employees or contractors which you may have met as a result of this engagement, to enter into employment, advising, contracting, consulting, services, or other types of relationship with you or hire any such individuals, whether directly or indirectly, without our consent or intervention; or (ii) solicit from any PRT introduced to you any referral for any employee, contractor, consultant, advisor, or service provider for the purpose of engaging such individual in such capacity other than through ST. In case of breach of this provision, you shall, upon demand, pay us a sum equal to the greater of: (a) thirty-six (36) months of the Single Rate fee; and (b) three (3) years’ salary or fees which you ought to pay to such individual.

DISCLAIMER AND LIMITATION OF LIABILITY

All products and services that we provide and the PRT services are as-is, without any warranties whatsoever. We make no express or implied warranties, conditions, or representations to you with respect to the services provided by the company or the services to be provided by any PRT, whether oral, written, express, implied, or otherwise, including implied warranties of merchantability or the fitness for a particular purpose. There is no warranty against interference with your enjoyment of the services or the PRT services. We neither represent nor claim that our services or that the PRT services are without defect or error.

Except for breaches, in no event shall either party be liable for any special, indirect, consequential, or other damages, including those for lost revenue, lost profits, savings, or other economic loss, for any breach of the agreement, and damages caused by delay in furnishing services you, even if the other party has been advised of the possibility of such damages and neither party’s liability, whether in contract, tort or otherwise, regardless of the form of the action, shall not exceed the total amount of fees paid by client to company for services during the prior twelve (12) months.

CONFIDENTIALITY

Neither party will use in any manner except to exercise its rights and perform its obligations hereunder or disclose, distribute, publish, communicate (other than disclosures of your Confidential Information to Hired PRTs to enable them to perform PRT Services) or in any way cause to be used, disclosed, distributed, published, or communicated in any way or at any time any Confidential Information (as defined below) of the other party. “**Confidential Information**” means any written or unwritten information which relates to and/or is used by either party or its subsidiaries, affiliates or divisions and should reasonably be considered confidential based on the nature of the information or the circumstances surrounding its disclosure, which may include, without limitation: (i) the names, addresses, other special information regarding past, present and potential customers, employees, service providers, vendors, or contacts of the party, (ii) client contracts, activities, and transactions, (iii) business, advertiser, contractor, marketing, operational, vendor, distribution, retail, customer, client, or other types of relationships possessed by or in development, (iv) all agreements, files, books, logs, charts, records, studies, reports, processes, and schedules (v) data, figures, projections, estimates, client lists, manuals, procedure manuals or handbooks, (vi) vendor information, tax records, personnel histories and records, sales information, and property information, (vii) information regarding the present or future phases of business, (viii) ideas, inventions, trademarks, business information, know-how, processes, techniques, improvements, designs, redesigns, creations, discoveries, trade secrets, and developments, (ix) all business processes developed; and (x) finances and financial information. Confidential Information will not include information that (1) became or becomes a matter of public knowledge through sources independent of the acquiring party or (2) has been or is required or specifically permitted to be disclosed by law or governmental order or regulation, notwithstanding a party has given the other party prior notice of such legally compelled disclosure and a reasonable opportunity to seek a protective order or other confidential treatment for such Confidential information (if permitted by applicable law). Notwithstanding anything to the contrary herein, we may freely use and exploit any suggestions, requests, and feedback provided by or on your behalf regarding our business, products, or services.

MUTUAL INDEMNIFICATION

Each party shall defend, indemnify and hold the other party and its agents, representatives, contractors, employees, assigns, licensees, successors, insurers, parents, members, managers, directors, officers, shareholders, affiliates, and all other related parties free and harmless from and against any and all claims, losses, expenses, liabilities, investigations, and/or proceedings (including, without limitation, reasonable attorneys’ fees and costs, and expert witness fees) (“**Claims**”) arising out of, resulting from: (a) the breach of this Agreement; (b) except with respect to Claims for which the other party has an obligation to indemnify under the preceding (a), a violation of any state, federal, municipal, or common law right of the PRT, including but not limited to those

involving the alleged or actual violation of any labor or employment laws; (c) noncompliance with any state, federal, municipal, or common law statutes, ordinances, laws, or other rules; or (d) negligence, willful misconduct, and/or wrongful acts. Nothing herein shall require either party to defend, indemnify, or hold the other party harmless for the other party's own acts, omissions, negligence, and/or malfeasance.

Both parties hereby waive, release and discharge one another from all Claims (including cross-claims and counterclaims) related to the performance of a PRT that may have accrued from the inception of the parties' relationship and including all prospective and unknown claims including claims asserting negligence or failure to warn and any claims for associated penalties, statutory penalties, attorneys fees, interest and otherwise, whether pursuant to any individual action, administrative/regulatory action, or other proceeding relating to, in connection with or arising out of a PRT and/or the PRT Services.

NOTICES

Any notice given pursuant to this Agreement shall be in writing and shall be deemed received 5 working days after posting by mail, registered or certified, return receipt requested, or sent by overnight courier (including but not limited to FedEx, UPS, etc.) next business day delivery, with a signed acceptance receipt, or via facsimile electronic transfer with confirmation/receipt and original of said writing shall be deposited in first class mail. Notices addressed to you should include a required email copy to your designated email address which is deemed sufficient notice for this purpose.

FORCE MAJEURE

The parties may be excused from any of their obligations in this Agreement by reason of force majeure, such as acts of God, fire, earthquake, labor strike, pandemic, act of government or any order, regulation, ruling, or labor union action, or if the parties are materially hampered in their obligations under the Agreement, or if its normal business operations become commercially impractical via labor disagreements, fire, catastrophe, shortage of materials or any other natural or non-natural cause beyond the parties' control notwithstanding any provisions in this Agreement to the contrary.

SEVERABILITY

If any clause, sentence, paragraph, or part of the Agreement is deemed invalid, the same shall only affect the clause, sentence, paragraph, or part thereof directly in question and no other.

WAIVER

The waiver by the parties of any term, condition, or provision of this Agreement must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

GOVERNING LAW AND JURISDICTION

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of, and exclusive jurisdiction shall be in, the state or federal courts of the State of Delaware. The parties hereby consent and submit to the personal jurisdiction and venue of the state and federal courts of the State of Delaware and waive all rights to assert lack of jurisdiction, forum non-convenience, improper venue, or any other jurisdiction or venue-related defense or objection.

ENTIRE AGREEMENT

This Agreement, including all SOWs hereunder, which are hereby incorporated into and form a part of this Agreement, comprises the entire understanding between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written. No modification of this Agreement shall be valid or binding on either Party unless written and signed by an authorized representative of each Party.

SEVERABILITY

All rights and restrictions contained in these Terms and Conditions shall be applicable and binding provided that no applicable laws will be violated. Should any provision or portion thereof be held illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall treat the remaining clauses to be in full force and effect.

RIGHT TO LEGAL REPRESENTATION

It is understood that you have read this Agreement and understood that this is an important legal document. As such, you affirm that you have been advised of the right to seek independent legal counsel in connection with the negotiation and execution of this Agreement.

AUTHORITY TO USE THE PERSONAL INFORMATION SUBMITTED

We warrant that we do not have ownership over any data or information submitted by the user of this Platform. It is the user's sole responsibility to ensure the accuracy and legality of the same. As such, we reserve the right to disallow any submission or information that, in our assessment, shall violate our corporate policies and to, subsequently, suspend the user's account by reason thereof.

CORRECTION OF INACCURATE INFORMATION

We reserve the right to correct errors found in any of the provisions of the Terms and Conditions and to, accordingly, amend the same, without prior notice, to keep and maintain the same compliant with legal and jurisdictional requirements. We oblige to perform regular back up of the platform and content in order to ensure completeness and

accuracy of the information contained in this Platform. It is our duty to troubleshoot hardware failure or data loss and to restore back up automatically to alleviate the impact of consequent downtime.

PROHIBITED USES

In addition to any other terms agreed to, you are prohibited from using the platform, content, or services: a) for any unlawful or illegal purpose; b) to solicit others to perform or participate in any unlawful acts; c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, race, age, national origin, or disability; f) to submit false or misleading information; g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet; h) to collect or track the personal information of others; i) to spam, phish, pharm, pretext, spider, crawl, or scrape; j) for any obscene or immoral purpose; or k) to interfere with or circumvent the security features of the services and platform or any related website, other websites, or the internet. We reserve the right to terminate or suspend your use of the platform, the services, or any related website for violating any of the prohibited uses unconditionally.

CHANGES AND AMENDMENTS

We reserve the right to modify the terms and conditions for the use of this application at any time. Continued use of the same notwithstanding such changes and amendments shall constitute your consent thereto.

ACCEPTANCE OF THESE TERMS

You acknowledge that you have read the foregoing terms and conditions for the use of our application. By using the same, you agree to be bound by our policies. Otherwise, you shall not be authorized to use or access the application and its services.

CONTACT US

For inquiries or request, please contact us at info@satelliteteams.com.

