



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (hereinafter referred to as the "Agreement") is made and entered on this (**the "Effective Date"**), between Dhaxle Inc., Contact Info: 1122 Washington Ave, Lansdale, PA 19446, USA (hereinafter referred to as the "Company"), and **YOUR BUSINESSNAME**, Street address and phone number: **YOUR ADDRESS, YOUR CITY, YOUR COUNTRY, YOUR PHONE NUMBER**, (herein referred to as the "Service Provider").

WHEREAS, the Company facilitates a connection between project owners and Service Providers.

NOW THEREOF, in consideration of the mutual covenants and promises made by the Parties hereto, the Parties covenant and agree as follows:

1. TERM.

The initial term of this Agreement shall be for a period 12 Months, renewable, commencing on the Effective Date herein.

2. SCOPE.

The initial term of this Agreement shall be for a period 12 Months, renewable, commencing on the Effective Date herein.

2.1. The Service Provider shall provide the Company's clients/customers/project owners with the following services;

- i. Review the assigned project descriptions and accompanying materials and provide required professional comments and observations.
- ii. Suggest and or validate the project planning consistent with a professional Work Breakdown Schedule (WBS).
- iii. Execute professionally the project activities as detailed in the WBS and validated by project owners and the company and its subsidiaries.
- iv. Professionally manage the budget assigned to project realization as defined through the Bill of Quantities (BOQ) and the budget breakdown.
- v. Provide constant reporting and evidence (pictures) on progress made, incidents and accidents as they unfold in the platform and software provided.
- vi. Diligently collaborate with project managers/supervisors designated by the company and its subsidiaries as part of their project monitoring responsibilities, including in-person visits to the project locations and sites.

2.2. The Company shall instruct the Service Provider on the location and the dates for the provision of the services covered herein.

2.3. The Company shall not provide the Service Provider with the required tools and/or equipment that may be needed to perform their obligations under this Agreement.

3. COMPENSATION/FEEES.

3.1. The Service Provider shall be paid based on the on the amount approved for the labor cost per project. The Service Provider shall receive a down payment on the Effective Date herein and then increment after validation of each monthly scheduled setoff activities. Monthly payments shall be made on the 5th day of each month unless it falls on a weekend or on a national holiday then it shall fall on the next day.

3.2. The Service Provider shall pay Forty Dollars (\$40) as a monthly service fees for active project under contract.

3.3. The Company shall offer the Service Provider full or partial sponsorships for training that is relevant to the core of this Agreement. This shall be organized at the Company's discretion.

4. INDEPENDENT CONTRACTOR.

4.1. The Service Provider shall be retained as an independent contractor. The Service Provider shall be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. The Company shall not withhold or pay any income tax, social security tax, or any other payroll taxes on the Service Provider's behalf during the term of this Agreement.

4.2. The Service Provider and/or the Service Provider's employees understands that they shall not be entitled to any fringe benefits that the Company provides for their employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

5. TAXES, LICENSES, PERMITS, FEES AND INSURANCE.

5.1. The Service Provider is fully cognizant that this is an Agreement for Services and that an employee-employer relationship does not exist between the Parties. Therefore, it is the Service Provider's responsibility to obtain, at its own expense, any applicable licenses and permits, and to pay such taxes and fees as may be required of the Service Provider by local, state and federal governments in the execution of the terms and conditions of this Agreement. Service Provider shall also comply with all laws, rules and regulations applicable to the Services performed under this Agreement.

5.2. The Service Provider understands and agrees that they are required to have an active insurance policy for the projects assigned to them. The project owner/client/customer shall be named as the co-benefactor.

6. SUBCONTRACTS

The Service Provider will not subcontract any parts of their obligations under this Agreement to a third party without the prior written consent of the Company. However, in the event a subcontractor is permitted to perform any of the Service Provider's obligations under this Agreement, Service Provider will continue to be held responsible for all terms and conditions of the contract.

7. NON-COMPETE.

7.1. The Service Provider shall not, during the term of this Agreement and/or One Year upon the termination/cancellation thereof, solicit, negotiate, and contact directly or indirectly, any of the Company's clients, customers, partners, associates, employees, project owners and/or affiliates with the aim of conducting the same or similar business with them without the knowledge of the Company.

7.2. The Service Provider shall not, during the term of this Agreement and/or One Year after the termination/cancellation of this Agreement, by incitement encourage the Company's employees, customer, clients, partners, associates and/or affiliates of the Company to terminate their obligations with the Company.

8. FORCE MAJEURE:

The failure on the part of the Service Provider to perform their obligation under this Agreement will not be considered as default if such failure is the result of natural calamities, acts of God, pandemics such as Covid-19, extreme adverse disasters and circumstances beyond the control of the parties.

7.2. The Service Provider shall not, during the term of this Agreement and/or One Year after the termination/cancellation of this Agreement, by incitement encourage the Company's employees, customer, clients, partners, associates and/or affiliates of the Company to terminate their obligations with the Company.

9. WARNING/SUSPENSION.

9.1. In the event of violation of any terms herein, failure to meet deadlines, infringement of terms and conditions and or misuse of the client's resources and assets, the Company shall issue the Service Provider a written warning on the same.

9.2. An ignored warning shall then lead to a 3-month suspension of the Service Provider and a definite termination/cancellation of this Agreement should the Service Provider fail to conform to the rules and or change their behavior after the suspension.

10. TERMINATION.

10.1. With cause - The Parties acknowledge that either Party can terminate/cancel this Agreement at any time provided that they issue a 30 Day Written Notice on the same. The Service Provider shall comply and cooperate with the Company to ensure that the work/project allocated to them is completed before the Agreement is terminated/cancelled. The Company shall ensure to pay the Service Provider for all work done before the termination/cancellation is made effective.

10.2. Without cause – the Company may at any time and without prior written notice to the Service Provider, terminate/cancel this Agreement if any of these reasons are evident;

- i. Warning for infringement of terms and conditions of network usage.
- ii. Failure to meet the deadlines set for each project.
- iii. If the Service Provider does not improve their performance after the first warning, Company shall issue the Service Provider a 3 month suspension and a definite termination.
- iv. Providing false information during the suspension.
- v. Misuse of the client's resources and assets.
- vi. Extend period of litigation.
- vii. Refusing to take in-house training for improvement.
- viii. Failure to provide an insurance policy covering the assigned project

11. GENERAL PROVISION, GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.

11.1. This Agreement contains the entire Agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No

modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

11.2. The Parties agree to use arbitration for dispute resolution in the unfortunate event of issues arising from the performance of this Agreement. Primarily this Agreement shall be governed by and construed in accordance with the laws of Delaware, USA. Exclusive jurisdiction and venue shall be in Delaware, USA. However, this Agreement shall be governed by state laws in countries where Dhaxle has subsidiaries.

11.3. This Agreement shall be binding upon and inure to the benefit of the Company and the Service Provider and their respective successors and assigns, provided that the Service Provider may not assign any of their obligations under this Agreement without the Company's prior written consent.

11.4. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

COMPANY: Dhaxle

Represented by: **President, Dhaxle Inc.**

Name: **Roger Yomba Ngue**

Date: **Feb. 11, 2021**

Company Signature

SERVICE PROVIDER:

Businessname: **YOUR BUSINESSNAME**

Represented by : **YOUR FIRSTNAME AND LASTNAME**

Date: **DATE OF SIGNATURE**

Provider Signature