



Basic Instructor Contract

Glats Co., Ltd., a Japanese corporation (address: 2-11-8 Nishigotanda, Shinagawa-ku, Tokyo, Japan, hereinafter referred to as "A") and Shaylene Ballicud Manapsal (address: Purok 3 Brgy. Linao, Inopacan, Leyte, hereinafter referred to as "B") are Regarding the outsourcing of the work stipulated in Article 2 (hereinafter referred to as the "Job Service"), we conclude the following contract will take into effect on the date of April 15, 2024.

Article 1 (Purpose)

Party A entrusts Party B with the Business and promises to pay the commission fee stipulated in Article 4 to Party B, and Party B promises to carry out the Business in good faith.

Article 2 (This business)

1. The work that Party A entrusts to Party B refers to the teaching work of providing English conversation lessons using the online system provided by Party A (hereinafter referred to as the "System") and related work incidental thereto . The details of the work content, method of execution, etc. will be determined through separate discussions between Party A and Party B.
2. The ownership and copyright of documents, reports, and other materials created in the course of carrying out this business (including the rights stipulated in Articles 27 and 28 of the Copyright Act) shall originally belong to Party A. .
3. Party B shall certify to Party A that the results of this work do not infringe on the copyrights, trademark rights, portrait rights, honor or other rights of third parties, and that there are no major errors in the content, etc. However, this shall not apply to reasons attributable to Party A.
4. When carrying out the Business, Party B shall not be bound by time or location, and shall carry out the Business at its own responsibility and expense.

Article 3 (Equipment, etc.)

1. Party B shall, at Party B's expense and responsibility, prepare all communication equipment, etc. necessary to carry out the Business, and connect to the System via the Internet. The details of the specifications of equipment, etc. will be specified separately by Party A.
2. Party B shall take security measures (prevention of computer virus infection, unauthorized access, information leakage, etc.) according to Party B's usage environment. In the event that Party B has not implemented such measures, the performance of the Business is hindered or Party A suffers any damage, Party B shall be responsible for such damages.

Article 4 (Consignment fee)

1. Party A will pay a commission fee (currency is Philippine peso, hereinafter referred to as "PHP ") calculated based on the following payment terms as consideration for Payment from the 11th – 25th will be calculated and paid on the 5th of the following month. Payment from the 26th until the 10th will be calculated and paid on the 20th of that month. For payment Party B must create a WISE Account and submit their WISE information to Party A prior to first day of work to be paid.

【Payment Terms】

60 PHP will be paid for each 25-minute completed lesson.

- If Party B does not conduct a reserved lesson without notifying Party A by at least 10 minutes prior to class start, 90PHP will be deducted for each lesson.
- If Party B notifies Party A by at least 10 minutes for not being able to conduct a reserved lesson prior to class start, 60php will be deducted for each occurrence.
- Party B will NOT be paid for “ incompleted ” lessons except if the “incompleted” lesson is due to the student’s absence.

- For request to close an open slot/ (no reservation slot/s) shall be deducted

Php30.00 per closed slot if given 0-4 days and Php15.00 for 5-7 days’ notice from the Party B total billing/service fee.

- *"Closing the schedule" means Party B making it impossible for students to make reservations for the lesson reservation dates specified by Party A.*

2. Costs required for Party B to carry out the Business (utility costs, communication costs, etc.) shall be borne by Party B.
3. If this Agreement is terminated midway, notwithstanding the provisions of Paragraph 1 , Party A shall pay Party B a commission fee commensurate with the proportion of the Work already performed by Party B.
4. Any damage caused to Party B in connection with the execution of this business shall be borne by Party B, except for damages caused by reasons attributable to Party A.
5. The Wise transaction fee will be shouldered by Party B.

Article 5 (Meetings and Reports)

1. Party B shall attend meetings such as business meetings if requested by Party A.
2. When Party B conducts the Business, Party B shall report the details to Party A. In addition, if requested by Party A, we will report to Party A regarding the status of the execution of this business.

Article 6 (Dispute handling)

In the event that any dispute arises with a third party due to reasons not attributable to Party A in connection with the execution of this business by Party B, Party B shall resolve the matter at its own responsibility and expense. , shall not cause any trouble to Party A. This shall remain the same even after the termination of this Agreement.

Article 7 (Lending of materials, etc.)

1. If Party B receives related materials or other items lent by Party A as necessary for the execution of the Business, Party B shall ensure that the relevant materials or other items (hereinafter referred to as "Rented Items").
2. Party B shall not use the loaned items for any purpose other than the execution of the business, nor shall the loaned items be transferred, sublet, secured, licensed, or otherwise disposed of to a third party.
3. When the Business is completed, this Agreement is terminated, or there is a request from Party A, Party B shall immediately return the loaned item to Party A and , with Party A 's consent, reproduce the loaned item. In such case, all such copies shall be erased or destroyed.

Article 8 (Reconsignment)

Party B shall not subcontract any part of this business to a third party without Party A's prior written consent (including by electronic means; the same shall apply hereinafter). Furthermore, even in the case of subcontracting to a third party, Party B shall bear all responsibility for the actions of the subcontractor regarding the execution of the Business.

Article 9 (observance matters)

In carrying out the Business, Party B shall comply with the following provisions.

Comply with laws and regulations (including Japanese law and Philippine law).

Do not damage the rights, honor, reputation, etc. of clients.

Do not damage the honor or reputation of Party A or its products or services, interfere with Party A's business, or cause damage to Party A.

Do not engage in socially reprehensible acts such as initiating a criminal case, and do not create a risk of damaging Party A's honor and reputation.

Do not engage in acts similar to the previous three items.

Article 10 (Prohibition of transfer)

Party B shall not transfer or inherit the rights and obligations under this Agreement to a third party without Party A's prior written consent.

Article 11 (Confidentiality)

1. Party B shall not disclose confidential business or technical information (including personal information, hereinafter referred to as "Confidential Information") of Party A that it has learned in connection with this agreement without obtaining prior written consent from Party A. During the validity period of this agreement and even after its termination, it may not be disclosed or leaked to a third party, or used for any purpose other than the execution of this business.
2. Notwithstanding the provisions of the preceding paragraph, information that falls under any of the following items, excluding personal information, shall not be included in confidential information.
 - ① Information that Party B already possessed at the time of receiving disclosure (excluding information that Party B possessed after receiving disclosure from Party A).
 - ② Information that was publicly known or in public use at the time of disclosure.
 - ③ Information that becomes publicly known or for public use without the responsibility of Party B after being disclosed.
 - ④ Information obtained by Party B from a third party with legitimate authority without obligation of confidentiality.
 - ⑤ Information independently developed by Party B without using confidential information.
 - ⑥ Information that Party A has confirmed in writing to exclude from confidential information.
3. If this Agreement is terminated or upon receiving a request from Party A, Party B shall immediately return or destroy the Confidential Information to Party A in accordance with Party A's instructions.
4. In the event of any accident such as leakage, loss, or dissipation of confidential information, regardless of the cause, Party B shall immediately report to Party A and follow Party A's instructions regarding subsequent measures.

Article 12 (Immediate cancellation)

1. If Party A falls under any of the following items, the other party may immediately cancel all or part of this Agreement without any notification.
 - ① When a petition for seizure, provisional seizure, or provisional disposition is received.
 - ② When receiving a petition for bankruptcy, special liquidation, civil rehabilitation, or corporate reorganization, or filing a petition himself/herself.
 - ③ When a resolution for dissolution is made.
 - ④ When a fact occurs that indicates that the company's business condition has deteriorated significantly, such as dishonoring of bills or checks issued by the company, disposition of tax delinquency, etc.
 - ⑤ When Party B violates any of the provisions of this Agreement (including when Party A determines

that Party B is negligent in the performance of its duties).

⑥ When a person commits a serious act of betrayal towards the other party.

When Party B behaves inappropriately towards the student.

When Party B receives a complaint from a student that could cause damage to Party A.

In other cases where Party A determines that it is impossible or extremely inappropriate to continue this Agreement.

2. Party A who has exercised the right to cancel pursuant to this article shall not be liable to compensate the other party for any damages even if the other party suffers damages as a result of cancellation.

3. This article shall not prevent a party who has exercised the right of termination pursuant to this article from claiming damages against the other party.

Article 1 3 (Exclusion of anti-social forces)

1. If Party A or Party B falls under any of the following items, the other party may immediately cancel all or part of this Agreement without any notification.

① Party A or employees are members of anti-social forces (members of organized crime groups, persons who have ceased to be members of organized crime groups for less than five years, semi-members of organized crime groups, companies affiliated with organized crime groups, corporate racketeers etc.) When it is found that the person is a crime or mafia, a special intelligence violent group, or any other person equivalent to these (hereinafter the same).

② When it is found that the person has a relationship with anti-social forces that falls under any of the following.

(i) When it is recognized that anti-social forces are controlling the management.

(ii) When anti-social forces are found to be substantially involved in management.

(iii) When it is recognized that the person has unfairly used anti-social forces, such as for the purpose of gaining fraudulent profits for himself, his company, or a third party, or for the purpose of causing damage to a third party.

(iv) When it is recognized that the person is involved in providing funds, etc. or providing convenience to anti-social forces.

(v) When other officers or persons substantially involved in management have a socially reprehensible relationship with antisocial forces.

③ When a person commits any of the following acts either by himself or by using a third party.

(i) Violent demands

(ii) Unreasonable demands beyond legal responsibility

(iii) Acts of threatening behavior or using violence regarding transactions.

(iv) Spreading rumors, using fraudulent means or force to damage the credibility of the other party,

or disrupting the other party's business.

(v) Other acts similar to the preceding items

2. A party who has exercised the right of cancellation pursuant to this article shall not be liable to compensate the other party for any damage caused to the other party as a result of cancellation.

3. This article shall not prevent a party who has exercised the right of termination pursuant to this article from claiming damages against the other party.

Article 14 (Compensation for damages)

If Party B violates any provision of this agreement, the other party may demand compensation for the damages suffered (including attorney's fees within a reasonable range) from the party in violation.

Article 15 (Insurance)

Party A and Party B agree that this contract is not an employment contract and that Party B is not covered by social insurance (health insurance, workers' compensation insurance, employment insurance, welfare pension insurance, etc.).

Article 16 (Contract period)

1. The term of validity of this agreement shall be one year from the date of signing.
2. Party A and Party B may cancel this agreement mid-term by giving one month's notice in writing to the other party.

Article 17 (Arbitration)

All disputes, controversies, or differences of opinion that may arise between the parties in connection with this Agreement shall first be resolved through mutual discussion between both parties. However, if a legal solution is not reached within 30 business days from the date agreed upon by Party B as the starting date for discussions, arbitration shall be held in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. shall be finally resolved. The arbitrator's award shall be final and binding on the parties.

Article 18 (Governing law)

The governing law of this agreement shall be Japanese law.

Article 19 (original version)

The English version of this Agreement is the original, and the Japanese version is prepared for reference only. In the event of any conflict between these two language versions, the English version shall prevail.

Article 20 (Miscellaneous Provisions)

1. Even if a provision of this Agreement is deemed invalid under applicable law, the other provisions of this Agreement shall not be affected in any way, and this Agreement shall continue except for such provision that is invalid. shall remain in force.
- 2.The fact that Party A or Party B did not demand strict performance of the provisions of this Agreement by the other party shall result in Party A or Party B waiving the right to enforce such provisions or other provisions of this Agreement at a later date. shall not be considered.
3. If this Agreement is to be changed, a written agreement between Party A and Party B is required.

Article 21 (Agenda matters)

Any matter that is not stipulated in this Agreement or any question that arises regarding the interpretation of this Agreement will be resolved through good faith discussions between Party A and Party B.

As a proof of the conclusion of this agreement, an electronic record of this document will be created, and after agreement between Party A and Party B, electronic signatures will be applied, and each party will keep the electronic record.

Glat's Co., Ltd.

A 2-11-8 Nishigotanda, Shinagawa-ku, Tokyo

Satoshi Sugihara.

Representative Director and President

Party B Teacher's Name
