

JOBDOH CROSS BORDER PAYROLL and EXPENSE DISBURSEMENT AGREEMENT

THIS CROSS BORDER PAYROLL and EXPENSE DISBURSEMENT AGREEMENT (the "Agreement") is made and entered into this ___17th ___ day of ___January___, 2023___, by and between JOBDOH Limited, 4 Flr KOHO, 73-75 Hung To Road, Kwun Tong (the "Vendor") and _____ Geneva Call _____, _____ (the "Client").

RECITALS

A. WHEREAS, Client desires to obtain certain Payroll and Related expense Disbursement Services (the "Services") from Vendor;

B. AND WHEREAS Client agrees to engage Vendor as an independent contractor to perform such Services and Vendor hereby agrees to provide such services to Client

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Services

VENDOR UNDERTAKES TO:

- 1) Disburse payroll payment to employees' bank accounts, e-wallets or in cash per Clients' instructions to employees' bank accounts, e-wallets or in-person, per a pre-agreed schedule with Client.
- 2) Disburse related expenses to Client's business associates, per a pre-agreed schedule with Client.
- 3) Notify Client of any payroll and expense disbursement requests.
- 4) Maintain appropriate payroll and expense disbursement records for each of your employees and business associates based on the information supplied to Client.
- 5) Invoice Clients for total payroll and expense payment disbursed by Vendor and other service charges (wherever applicable) prior to the commencement of the Services. In the case where Vendor pre-pays the

payroll amount on behalf of Client, Vendor will not process the following month's payroll disbursement if the previous month's payroll payment and service charges have not been settled in full. Vendor may also choose to reduce the amount of payroll pre-payment if Client consistently settles previous month's payroll payment and service charges later than 14 days after the most recent payroll disbursement days.

- 6) In the event of delays for payment delivery, except in case of force majeure, if cash transfer is not completed within an eight to fifteen days timeline, JOBDOH has to return the amount to the client bank account.
- 7) Jobdoh / Vendor shall inform the Geneva Call representatives as soon as an inward remittance transfer is deposited.
- 8) Jobdoh/ Vendor shall do the monthly account reconciliation with Geneva Call representative.
- 9) Jobdoh/Vendor shall be responsible for keeping the information of Geneva Call private when Geneva Call uses Jobdoh's services.

CLIENT UNDERTAKES TO:

- 1) Submit all payroll and expense disbursement information in line with Vendor pay date table supplied to you.
- 2) With regards to employee attendance, confirm in writing of the nature of the information to be supplied to Vendor (e.g. timesheets, absence forms etc.). If timesheets are not used, then the Client undertakes to supply Vendor in writing any changes to an employee's pay from the information contained in the new start form (again this information is to be supplied in line with Vendor pay date table).
- 3) Confirm in writing of your signatories and authorisation process. Any change to signatories and/or authorisation processes must be confirmed in writing to Vendor by the authorised contact.
- 4) Hereby confirm that none of the disbursements would be spent on activities related to civil disobedience movement.
- 5) Provide Vendor with written notification (letter or email) of any changes to the payroll / staffing/ conditions of employment as and when these occur. This notification is to be signed in accordance with your authorisation process mentioned in (3) above.
- 6) Scrutinise all disbursement notifications within the timeframe provided by Vendor to ensure that you are in agreement with the information contained within them.
- 7) Pay to Vendor the full amount of payroll and expense payment disbursed,

and associated fee or penalty fee (if applicable) for services rendered, no later than THREE calendar days after the invoice date. Services might be suspended should payment not be received by the due date.

8) Pay to Vendor based on the fee schedule below:

i.) JOBDOH MM disperses money to staff/ vendors after receiving MMK funds in our MM account from CO MYR

a) For monthly transaction value of or above USD120K

- within Yangon area only => 2.0%
- up to 15 transfers beyond Yangon => 2.5%
- more than 15 transfers beyond those cities => 2.8%

b) For monthly transaction value between USD40K and 120K

- within Yangon area only => 2.3%
- up to 15 transfers beyond Yangon => 2.8%
- more than 15 transfers beyond those cities => 3.1%

Processing time: six to ten business days after money is received in JOBDOH's MM bank account

iii.) JOBDOH MM disperses money to staff/ vendors after JOBDOH HK receiving USD funds in our HK USD account from CO overseas

- Up to 10% disbursement (bank transfers or pick up only) available within two business days upon showing of bank transfer record*

a) For monthly transaction value of or above USD150K

- within Yangon area only => 2.7% with a three-month commitment
- up to 15 transfers beyond Yangon => 3.2% with a three-month commitment
- more than 15 transfers beyond those cities => 3.4% with a three-month commitment

b) For monthly transaction value between USD60K and USD150K

- within Yangon area only => 2.9% with a three-month commitment
- up to 15 transfers beyond Yangon => 3.4% with a three-month commitment
- more than 15 transfers beyond those cities => 3.6% with a three-month commitment

c) 0.3% surcharge for monthly value below USD60K

d) *0.5% surcharge for 50% disbursement (bank transfers or pick up only) available within two business days upon showing of HQ bank transfer record

1.0% surcharge for 100% disbursement available within two business days upon showing of HQ bank transfer record

Processing time: Four to eight business days after money is received in JOBDOH's HK bank account

2. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by email before or during receiving party's regular business hours; or (b) on the second business day following deposit in Hong Kong SAR, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

3. Governing Law

This Agreement is governed by Hong Kong SAR law and the parties irrevocably submit to the exclusive jurisdiction of the Hong Kong SAR courts to settle any dispute arising out of or in connection with this Agreement.

4. Non-circumvention

Each Party agrees to not circumvent any business arrangement and not pre-empt, interfere with, or improperly diminish any existing or prospective advantage of any other Party signatory hereto (nor to allow or enable such circumvention or interference to occur by a third party with regard to "Payroll and Expense Disbursement" activities. This includes without limitation promises not to negotiate, contact, interfere with, deal with, compete against, or complete business transactions, directly or indirectly, with or as to any disclosing Party's related principals, employees, agents, clients, customers, prospects under contract or in negotiation, or any other associated party, except as permitted in writing by the disclosing Party. It includes any potential client that would be

introduced by either party to the other.

In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, as determined by a court of competent jurisdiction plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

This clause is for two (2) years from the effective date and is to be applied to any and all transactions entered into by the undersigned, including follow-up repeat, extended or renegotiated transaction regardless of the success of the project. The undersigned hereby confirm that the identities of the corporations, individuals, buyers or sellers, and or service providers are currently the property of the introductory Party and shall remain so for the duration of this agreement. In the event that any Party fails to honor the obligations under this clause, the Parties hereto consent, stipulate, and agree, that in the event a dispute arises as to the terms and / or enforcement of this agreement, the courts of the Hong Kong SAR shall have jurisdiction over the subject matter. In the event of a suit involving the terms or subject matter of this agreement, the prevailing Party shall be entitled to its cost and reasonable attorney's fees incurred in enforcing this agreement. In the event notices are required to be served to any of the undersigned Parties, the address below shall prevail.

5. Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

6. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE

OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO PAYROLL SERVICE PROVIDER DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CLIENT OR THE LIMITS OF THE ACCOUNTANTS PROFESSIONAL LIABILITY POLICY, WHICHEVER IS GREATER OF THE ERRORS AND COMMISSIONS POLICY THAT IS IN PLACE.

7. Use and Protection of Data

Vendor agrees to the use of Client and Client's staff data only for the purposes of carrying out their obligations arising under this Agreement. The parties agree that the data provided by Client to the Vendor will be treated confidentially. The Vendor will respect and maintain the confidentiality and security of the personal data. Vendor will not disclose the information to third parties, except as required by law or in response to a competent regulatory or government agency, or as outlined in below. Vendor's E-wallet and banking partners will be provided with access to payee data solely for disbursement purposes, and to the extent as required for this purpose. Vendor will not appoint sub-processors to process personal data on its behalf without the prior written approval of Client.

8. Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and cost (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

9. Entire Agreement; Amendment:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations,

conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

10. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Notwithstanding clause 4, this agreement may be terminated at any time by either party giving to the other no less than two weeks prior written notice

Termination of this agreement shall be without prejudice to the rights and obligations of either party which may have accrued to the date of termination. Upon termination the clients will take all necessary action to notify their staff as appropriate.

Signed for JOBDOH (Name, position and date)

Xania Wong, CEO, 01/17/2023

Client Agreement (Please complete)

Client Name (Please Print) **GENEVA CALL**

Client Business Registration (Mandatory) N° **00282/2005 & Swiss Federal N°**

CH-660-2225004-3

Client Signature **Marie Lequin – Head of Region EURASIA**



Date **02/07/2023**