

Contract for Services

between

Art Earth Tech Ltd., Peterborough, PE85SZ, United Kingdom

and

Dennis Lee

This agreement has an effective date of 9th August 2024

Art Earth Tech Limited is a company incorporated in England & Wales with company number 10481921. Its registered office is Aldwinkle Lodge, Peterborough, PE85SZ (“ART EARTH TECH” or “AET”).

and

Dennis Lee trading as independent contractor [OR working as a freelance contractor]. Contact address is: Singapore, Yishun, Fortune Center, Middle Load 190 (“Contractor”).

The Contractor’s preferred contact details are telephone, +18034579174, and email, appledesire0505@gmail.com

ART EARTH TECH and Dennis Lee are the two parties to this agreement.

Background

(A) ART EARTH TECH is an initiative dedicated to making a wiser world and engaged in a variety of activities in pursuit of that.

(B) Dennis Lee has in-depth expertise that would provide a benefit to ART EARTH TECH and its Clients.

(C) We would like to work together so that you may provide services to ART EARTH TECH as part of their work building a wiser, weller world.

What We are agreeing

Introduction

This agreement. This agreement sets out the standard terms on which ART EARTH TECH contracts with the majority of its sub-contractors. It is a contract between you and ART EARTH TECH, starting on the *effective date* and ending on the *termination date*. Any services you supply to us will be governed by this agreement unless expressly agreed otherwise in writing – for instance by signing a new contractor agreement.

The services. In the schedule to this agreement is a description of the *services* you will supply to ART EARTH TECH. That schedule forms a part of this agreement. Where there is a conflict between the schedule and this agreement, the schedule will take priority.

Further or different work. In the future we may agree that you will supply ART EARTH TECH with more or different kinds of work. If that happens, we will ordinarily agree a new or supplementary description of work in a similar form to the schedule to this agreement. In that case it will be incorporated as a part of this agreement. Any conflicts between a later and an earlier document (for example if a new description of work contradicts an earlier one) the later in time will prevail.

Words in italics. Words written in italic font are defined at the end of this agreement.

Working together

Your duties. You agree to use commercially reasonable endeavours to provide the *services*:

- to a reasonable standard of care, skill and ability;
- in accordance with good industry practice;
- in compliance with all applicable laws; and
- within the time frames agreed with ART EARTH TECH

Who can perform the services. In most cases ART EARTH TECH expects that one or more named *individuals* will be responsible for carrying out the *services*.

If the *services* are personal in nature (for example attending events or meeting with members of the public) or rely on the skills of a particular individual (for example computer programming) then the individuals will be expected to carry them out personally. Otherwise, the *services* may be performed by you, your contractors and partners.

Substitutes. If for some reason an *individual* (if any) cannot perform the *services* (such as a result of illness or injury), you must inform us of this fact as soon as reasonably practical. Except where an *individual's* particular qualities are needed, nothing in this agreement prevents you from hiring or contracting with others to help you provide the *services*, such as PAs, researchers, or other experts.

Your availability. You will use commercially reasonable endeavours to make yourself available at all times on reasonable notice to provide assistance or information as ART EARTH TECH may require in relation to the *services*.

Communication. ART EARTH TECH is a small company with independent contractors and many groups of clients. Communication is therefore of vital importance. ART EARTH TECH will usually require that contractors carry out certain additional communication obligations which form a part of the *services*. Unless agreed otherwise (either temporarily or as a part of the *description of services*), you agree to:

- Keep a record of the work you have done in any reasonable manner specified by ART EARTH TECH; and
- Update any relevant documentation including wikis and other communications media.
- Participate in our chat channels, hangouts and other forms of virtual communication.

Personal Obligations

Corporate and personal contractors. This agreement applies both to individual and corporate contractors. This section, headed “personal obligations”, imposes duties on *individuals*. It is to be applied as follows:

If you are an individual, contracting on your own behalf, the provisions of this section apply to you.

If there are any other *individuals* other than yourself (either because you are a corporate contractor or because, as an individual, you hire others as sub-contractors), you will ensure

that they will sign an agreement with you that includes consent to the terms of this section, where “you” is to be read as the *individual* signing.

Conflict of Interest. You agree that circumstances do not exist that are likely to compromise your ability to perform the proposed services. You will notify ART EARTH TECH if circumstances arise that may reasonably cause a conflict of interest for you. Should you have a question as to whether a conflict may exist, please get in touch to discuss.

Health and safety. From time to time you may be required to provide the services at a specific location. When on location, you agree to comply with all reasonable standards of safety and comply with any health and safety procedures in force and communicated to you and to let ART EARTH TECH know about any unsafe working conditions or practices.

Data protection. You consent to ART EARTH TECH holding and processing personal data, including sensitive personal data, relating to you for legal, personnel, administrative and management purposes, and for this data to be:

- Made available, as required, to ART EARTH TECH’s advisors, contractors, and suppliers (such as accountants or HR professionals), and in the provision of ART EARTH TECH's services and products; and
- Transferred as required by ART EARTH TECH outside the European Economic Area for legitimate business purposes.

In this agreement, “personal data” and “sensitive personal data” have the same meaning as in the Data Protection Act 1998.

Email and other online services. ART EARTH TECH works primarily via online services, including email, chat and video calls, which enable us to collaborate effectively across the organisation with people distributed throughout Europe and the world. Record keeping and quality of service are an important part of using these services, and so ART EARTH TECH will be entitled to audit your ART EARTH TECH email account and any accounts related to the online services provided to you via ART EARTH TECH (such as any SaaS tools ART EARTH TECH uses).

You consent to ART EARTH TECH monitoring and recording any use you make of these services if ART EARTH TECH reasonably believes that it is strictly necessary to do so and for legitimate business purposes only. An example of why the ART EARTH TECH may want to do so is if you are incapacitated due to death or illness and the ART EARTH TECH needs to access vital information only found in one of your accounts.

Financial

Invoicing and Payment. ART EARTH TECH likes to pay promptly whenever possible. In order to help ART EARTH TECH do so, We agree that:

- You must invoice Monthly in arrears for your Fees and expenses unless otherwise agreed;
- Unless otherwise agreed, please submit all invoices by entering them into the ART EARTH TECH account on Xero.com (or any similar service we set up);
- ART EARTH TECH payment terms are within 30 days of receipt of your invoice;
- Payments will be made by bank transfer, in GBP (Sterling), unless otherwise agreed;
- For international transfers, ART EARTH TECH will only pay the bank transfer fees charged by the originating bank – ART EARTH TECH will not reimburse any fees levied by any intermediary bank or the receiving bank or any other cost associated with such transfer or with currency exchange.

Fees. The only payment for the *services* is the Fees. Fees for each project are set out in the *description of services*. Fees may be quoted as a fixed amount for the whole of the *services* or for reaching a milestone; or for completing a fixed amount of work. Thus we may often charge a “time rate” or a “piece rate” or a combination of the two.

We may, in the *description of services* specify any constraints on a time or piece rate, for example “no more than 2 days per week” or “at least 3 days per week, averaged over a 2 month period”. You must ensure that you comply with any constraint and ART EARTH TECH will not pay fees for any work done in excess of such a constraint.

Interpretation of fees. In the *description of services* the following rules apply (unless otherwise stated):

ART EARTH TECH defines a work day as 8 hours of work;

Time sheets

Where the amount of time you spend on a work is relevant, for example where you are charging us on a “time rate”, ART EARTH TECH may require you to record your working time on a regular – for example weekly – basis. ART EARTH TECH may ask you to do this by completing a web form or in some other way. ART EARTH TECH may also change the format we require you to use from time to time.

If ART EARTH TECH does ask you to keep a record of your working time, you will be responsible for ensuring that you record the amount of time you work accurately.

Expenses. Unless otherwise agreed in advance, you are expected to provide your own equipment (including premises, telephone, IT equipment, and internet access) to provide the *services* and these and any other routine costs such as telephone calls and photocopying are included as part of the Fees paid by ART EARTH TECH

Where you (if you are an individual) or any of your employees or sub-contractors are required by ART EARTH TECH to travel away from your or their normal base, ART EARTH TECH will reimburse all reasonable travel, subsistence and, where an overnight stay is necessary, accommodation expenses, subject to two conditions:

First, unless ART EARTH TECH's expenses policy says otherwise, you obtain ART EARTH TECH's prior approval; and

Second, you comply with any formalities, such as presentation of receipts, required by ART EARTH TECH, including any contained in our ART EARTH TECH's expenses policy (when such a policy exists). ART EARTH TECH may from time to time, vary its expenses policy and change the manner in which it is published.

Confidentiality

Contractor undertakes that it will treat as confidential all ART EARTH TECH Information, the terms of this Agreement and the terms of each Statement of Work, and, except to the extent reasonably necessary by reason of Contractor carrying out activities expressly permitted and/or contemplated under this Agreement, shall not divulge the ART EARTH TECH Information to any person (except to Contractor's own employees, temporary personnel and persons professionally engaged by Contractor, in each case on a need-to-know basis and subject to the exceptions laid out below) without ART EARTH TECH's prior written consent.

The provisions of previous clause shall not apply to any ART EARTH TECH Information which was rightfully in the possession of Contractor prior to the date of this Agreement, and/or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of the above by Contractor, its Personnel or Approved Subcontractor), and/or which is obtained from a third party free of restriction, such third party having the right to disclose such information, and/or which is developed by Contractor without reference to the ART EARTH TECH Information.

Contractor shall ensure that any person to whom it properly discloses any ART EARTH TECH Information in accordance with the above (including, but not limited to, Contractor's Personnel and any Approved Subcontractor) is subject to contractual confidentiality restrictions no less onerous than those to which Contractor is subject pursuant to the provisions of this section.

Without prejudice to the generality of the foregoing provisions of this Clause 10, Contractor acknowledges the confidential, proprietary and commercially sensitive nature of the ART EARTH TECH materials and that disclosure of ART EARTH TECH materials to any third party for any reason whatsoever is likely to cause significant harm to ART EARTH TECH and its business. For the avoidance of doubt, nothing in this Agreement shall oblige ART EARTH TECH to provide any ART EARTH TECH materials unless expressly so stated in a Statement of Work.

When restrictions are not applicable. The restrictions set out in the previous paragraphs do not apply to:

- any use or disclosure authorised by the disclosing party or required by law;
- any information which is already in, or comes into, public knowledge otherwise than through the receiving party's unauthorised disclosure; or
- any information which comes into a party's possession by virtue of a lawful act by any third party.

Intellectual property

Background. All IP is owned by ART EARTH TECH

Intellectual Property Rights (IP): *Intellectual Property* means any and all of the following items – whether or not registered – and, where the item is a registrable right is, applications for, and the right to apply for, the registration of the following items:

- Patents; and
- Copyright and neighbouring rights (including moral and performance rights)
- Database right;
- Design rights (including rights in respect of semi-conductor topographies), registered designs, utility models;
- Trademarks (including service marks and unregistered trade marks), trade names, domain names;
- Rights in respect of confidential information and trade secrets, unfair competition rights;
- Rights in goodwill or the right to sue for passing off;

- Rights to the renewal or extension of any of the above rights and the right to apply for renewal or extension; and
- Any rights similar to the above in any part of the world, including any rights normally understood as intellectual property rights.

ART EARTH TECH and you further divide *intellectual property* as belonging into two categories with the following definitions:

- *Background IP* – any *intellectual property* developed by you in any other capacity other than as part of providing the *services* to ART EARTH TECH; and used by you when providing *services* to ART EARTH TECH; and
- *Foreground IP* – any *intellectual property* developed by you or on your behalf specifically as part of providing the *services* for ART EARTH TECH.

Licence of Background IP. You grant ART EARTH TECH a worldwide, irrevocable, perpetual, royalty-free license to use any *background IP* for the sole purpose of ART EARTH TECH enjoying the benefit of the *services*. You remain owner of all Background IP.

Assignment or license of Foreground IP. This agreement constitutes an assignment by you to ART EARTH TECH, to the fullest extent permissible by law, the *foreground IP* whether existing or coming into existence in the future.

Where you are using any employees or sub-contractors to deliver the *services* then, where they are likely to create *foreground IP* you will ensure that they agree, in advance, an assignment, which is enforceable by us, in the same terms as the assignment in the preceding paragraphs, of the *foreground IP* to ART EARTH TECH.

You will take all other steps necessary to ensure that the foreground IP is assigned to ART EARTH TECH.

You hereby unconditionally and irrevocably waives in relation to *foreground IP* all moral rights conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 and all author's rights of a similar kind conferred by the law of any jurisdiction and shall procure such a waiver from the Personnel.

ART EARTH TECH hereby grants to Contractor a non-exclusive, non-transferable licence to use and copy the Deliverables solely for the purposes of fulfilling its obligations under this Agreement.

Indemnities and liability

Your liability. You will be liable for any reasonable and direct: loss; liability; or costs (including reasonable legal costs) incurred by ART EARTH TECH in connection with the provision of the *services* limited to:

- where the *services* are provided over a fixed period of time less than 6 months – the total *fees*; or
- otherwise, the total *fees* related to the 6 month period in which the liability arose, apportioned as necessary.

Art Earth Tech's indemnity. ART EARTH TECH will indemnify you against any liability you incur to a third party arising from any errors or omissions in ART EARTH TECH's specification of work to be performed by you. ART EARTH TECH will not make any claim against you for any loss covered by the preceding sentence.

Events outside our responsibility. Neither party shall be liable for any failure or delay caused by circumstances beyond their reasonable control.

If, for reasons beyond your reasonable control it would be impossible or unreasonably difficult for you to comply with your responsibilities under this agreement, then:

- you must inform ART EARTH TECH of that fact as soon as reasonably practical; and
- ART EARTH TECH may, in its absolute discretion, suspend or terminate the operation of this agreement by giving you notice in writing.

No other liability. We shall have no liability to each other, other than as set out expressly in this agreement, unless the law prevents our excluding such liability.

Ending the Agreement.

Process for ending the agreement. Relationships work best when everyone is getting what they need. If for any reason either ART EARTH TECH or you would like to end the relationship set out in this agreement, We agree that:

- Either Party may terminate this agreement by giving the other not less than 30 calendar days prior written notice; and
- Any undisputed fees owed by ART EARTH TECH to you will be paid within 30 calendar days of receipt of a final invoice by you after conclusion of the notice period;

Your obligations upon termination. On the *Termination date* you will:

Immediately deliver to ART EARTH TECH any keys or any other ART EARTH TECH information or property that is in your possession, custody, or control; and
If directed by the ART EARTH TECH to do so, immediately cease to use the ART EARTH TECH email account and ART EARTH TECH provided online services (such as online project management tools or wikis), other than those generally available to the public.

Further Definitions

For reasons of readability, some definitions are provided contextually within this agreement. These contextual definitions apply in every section within this document unless the context of their use indicates otherwise. In addition the following terms used in this agreement are defined here as follows:

Art Earth Tech Information: All information disclosed by ART EARTH TECH to Contractor prior to or pursuant to this Agreement, including, without limitation, data, specifications, software listings, content and software;

Client means any person with whom ART EARTH TECH has a supplier relationship.

Description of services means, initially schedule 1 to this agreement, and subsequently any relevant description of services agreed between the parties which may either replace or supplement any previous *description of services*.

Effective date means the date given as the effective date at the start of this agreement.

Fees means the amount to be paid by ART EARTH TECH for the *services* as set out in the attached Schedule.

Individual means any natural person named in Schedule 1 having unique skills related to the *services*.

Open License A license that meets the Open Definition at www.opendefinition.org.

Substitute means a substitute appointed by you and accepted by ART EARTH TECH under the terms of this agreement.

Services means the services provided by you as set out in Schedule 1.

Termination date means the date of termination of this agreement.

Person Reference to a “person” includes any individual, firm, company, corporation, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity.

General Provisions

Not employment. This agreement is a contract for the provision of services and not a contract of employment. You are responsible for:

The payment of any income tax, National Insurance and Social Security contributions, or similar taxes; and

Any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any *individual* or *substitute*.

Other activities. Nothing in this agreement is intended to prevent you from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession, or occupation, unless this activity causes a breach of any of your obligations under this agreement.

Authority to enter into this agreement. Each party warrants to the other that it has the power and authority to enter into this agreement and to perform its obligations under this agreement.

Passports and travel documents. You shall ensure that all those performing the *services* are in possession of valid passports and the necessary visas or other authorisations to enable them to perform the *services* and travel as necessary.

No authority to act on ART EARTH TECH's behalf. Unless specifically authorised to do so by ART EARTH TECH in writing, you agree that:

- you will have no authority to incur any expenditure in the name of or on account of ART EARTH TECH; or
- you will not hold yourself out as having authority to bind ART EARTH TECH.

Schedules. The schedules to this agreement are a part of this agreement and are incorporated into it by reference.

Entire agreement. Each Party acknowledges and agrees with the other Party that:

This agreement constitutes the entire agreement and understanding between you and ART EARTH TECH and supersedes any previous agreement regarding the *services* you provide to ART EARTH TECH (and which will be deemed to have been terminated by mutual consent); and

The only remedy available to ART EARTH TECH and you for breach of this agreement will be for breach of contract under this agreement's terms. Nothing in this agreement will, however, operate to limit or exclude any liability for fraud.

No variation. No variation of this agreement will be valid unless it is in writing and signed by or on behalf of each of the parties.

Third party rights. The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement and no person other than AET and you will have any rights under it.

Governing law and jurisdiction. This agreement is governed by the law of England and Wales and ART EARTH TECH and you agree to submit to the exclusive jurisdiction of the courts of England and Wales over any dispute connected with this agreement.

Schedule 1 – Description of services

Services: You will be a contractor with ART EARTH TECH providing Software Development services to build a Markdown directory from data in a Google spreadsheet.

- You will be available (in general) during “working” hours: 9am UK - 6pm UK - not necessarily when you work but when it is permissible to schedule meetings.

Timeframe and Milestones:

- Expected timeframe of 7-10 days for completion of this project

Fees: Hourly fee of \$25 (USD) per hour.

Expenses: In general, **you** will bear your own expenses. Where there has been prior agreement the ART EARTH TECH will reimburse expenses properly and reasonably incurred connected to the carrying out of the *services*, subject to production of original receipts or other appropriate evidence of payment. Prior written authority must be obtained from the Company for any expenses in excess of £100 (whether on an individual or collective basis).

Additional documents: None

Location where service is to be performed: Primarily online and at specific locations if required

Signed by Rufus Pollock for and on behalf of Art Earth Tech Ltd.



	Title: Director
	Date: ____ 9 Aug 2024 _____
Signed by Dennis Lee as Independent contractor	
	Title: ____ Contractor _____
	Date: _____