

## CONSULTING AGREEMENT

This Consulting Agreement (this “**Consulting Agreement**”) is made and entered into as of the 23rd day of December 2020 (the “**Effective Date**”) by and between, **hopr.ai** a company duly incorporated under the laws of the state of Delaware, (the “**Company**”) and Arqam Saeed (the “**Consultant**”) (each a “**Party**” and collectively the “**Parties**”).

**WHEREAS** the Company develops, implements, markets and commercializes software (the “**Field**”); and

The Company wishes to receive certain consulting services in the Field to be performed solely by the Consultant, for the term and subject to and in accordance with the terms and conditions herein.

### NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Services. Consultant shall provide to the Company those Services set forth on Exhibit A hereto.

2. Consideration. As the only consideration owing to Consultant regarding the subject matter of this Agreement, Company will pay Consultant the fees set forth in Exhibit A.

3. Company’s Proprietary Rights and Nondisclosure. Consultant recognizes that he will be exposed to, have access to and be engaged in the development of information (including all tangible and intangible manifestations) regarding the proprietary information of the Company including, without limitation, any patents, copyrights, trademarks, trade secrets, technology and business of the Company. Concurrently with the execution of this Consulting Agreement, the Consultant shall execute the Proprietary Information Agreement attached hereto as Exhibit B (the “**PI Agreement**”).

4. Non-solicitation of Employees, Conflict of Interest.

a. During the term of this Consulting Agreement and for six months after its termination, Consultant will not, personally or through others recruit, solicit or induce any employee or consultants of the Company to terminate his or her employment or engagement with the Company.

b. Consultant represents that Consultant’s performance of this Consulting Agreement and the Services does not and will not breach or conflict with any agreement to which Consultant is or becomes a party. The Consultant shall notify the Company immediately of any potential or current conflict of interest in performing the Services, whenever such conflict of interest is brought to his attention, and the Consultant must refrain from such activities with third parties that conflict or potentially conflict with the Services under this Agreement unless granted prior consent from the Company, including, without limitation, Consultant engaging in any business activity which competes in any way with any business then

being conducted or planned by the Company in the Field.

5. Warranties and Other Obligations. Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide the Company with the assignments and rights provided for herein; and (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services.

6. Term; Termination. The term of this Agreement, unless earlier terminated in accordance with this Section 4 shall be month-to-month from the Effective Date (the "**Term**"). Either party may terminate this Agreement for convenience upon fourteen days' written notice to the other party. If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon five (5) days' written notice unless the breach is cured within the notice period.

7. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not a partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Consultant is an independent contractor (not an employee or other agent) and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort (including, but not limited to, those relating to workers' compensation, disability insurance, Social Security, unemployment compensation coverage, the Fair Labor Standards Act, income taxes, etc.).

8. Notice. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, sent by confirmed telecopy or other electronic means, or three (3) days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.


9. Legal and Equitable Remedies. Because Consultant's services are personal and unique and because Consultant may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Company may have for a breach of this Consulting Agreement..

10. General Terms. The Parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Because the nature of the Services is personal, any attempted assignment of Consultant's rights or delegation Consultant's obligations will be void without the written consent of the Company. This Agreement shall be governed by and construed in accordance with the laws of

the State of New York without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees. If any provision of this Consulting Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Consulting Agreement will continue in full force and effect. This Consulting Agreement and its Schedules constitute the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Consulting Agreement may be signed in counterparts. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing

**IN WITNESS WHEREOF**, the Consultant and the Company (by its duly authorized representative) have duly executed this Agreement.

(Consultant)

  
Arqam Saeed | Dec 23, 2020 06:55 GMT+5  
\_\_\_\_\_  
By:  
**Arqam Saeed**  
\_\_\_\_\_  
Name:  
  
451, St. 10, G-10/2, ICT 44000  
\_\_\_\_\_  
Address:

*Jacob Guedalia*  
\_\_\_\_\_  
By:  
  
Jacob Guedalia, CEO hopr.ai  
\_\_\_\_\_  
Name:  
  
50 Kings Ave,  
Atlantic Beach NY 11509  
\_\_\_\_\_  
Address:

## EXHIBIT A

### Services and Fees

#### Scope of Services during the Term:

The Services shall be provided within the territory of the United States or at any other territory as so required by the Company.

#### Consideration; Payment Terms.

All payments will be in accordance with UP Works contract that will be agreed to separately on [upworks.com](https://www.upworks.com)

The consideration provided for herein shall be the sole and complete compensation which the Consultant, or any other person or entity acting on behalf of the Consultant, shall be entitled to in connection with the Services or otherwise under this Agreement or in connection herewith.

The Consultant shall bear full responsibility for all tax obligations relating to, or arising from, such payments.

## EXHIBIT B

### PROPRIETARY INFORMATION AGREEMENT (THE "PI AGREEMENT")

In consideration and as a condition for the engagement with \_\_\_\_\_ and/or by companies which it owns, controls, or by which it is owned or controlled, or with which it is affiliated, or their successors in business (the "**Company**"), and the compensation paid therefor, Consultant agrees as follows:

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Consulting Agreement to which this PI Agreement is appended.

#### 1. **Confidentiality.**

Except as the Company may otherwise consent in writing, the Consultant agrees to keep confidential and not disclose or make any use of, except for the benefit of the Company, at any time either during or subsequent to the term of the Consultant's engagement with the Company, any trade secrets or confidential or proprietary information of the Company, including without limitation knowledge, data, or other information relating to products, processes, know-how, techniques, designs, formulae, test data, costs, customer lists, employees, business plans, marketing plans and strategies, pricing, or other subject matter pertaining to any past, existing or contemplated business of the Company or any of its employees, clients, customers, advisors, agents, licensees, or affiliates, which the Consultant may produce, obtain or otherwise acquire during the course of or in connection with the Service ("**Company Confidential Information**") or otherwise relating to the business, products, software, technologies, techniques, processes, services, or research and development of the Company. The Consultant shall not deliver, reproduce, or in any way allow any Company Confidential Information or any documentation relating thereto to be delivered or used by any third parties without specific direction or consent of the Company. The foregoing obligations shall not apply to portions of the Company Confidential Information that: (a) or become known to the public, other than as a result of a disclosure by the Consultant, (b) were in the Consultant's possession on a non-confidential basis prior to its disclosure hereunder by the Company, (c) becomes available to the Consultant on a non-confidential basis, or Consultant (d) is independently developed by Consultant without use or reference to Company's Confidential Information (e) is disclosed under operation of law, except that Consultant shall disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Company Confidential Information that is disclosed.

In the event of termination of the Consultant's engagement with the Company for any reason whatsoever, the Consultant agrees to promptly surrender and deliver to the Company (or destroy) all copies of records, materials, equipment, drawings, documents, and data of any nature pertaining to Company or obtained in connection with his relationship with the Company.

#### 2. **Results and Inventions.**

All right, title and interest in and to all intellectual property, (including, without limitations, any data, compounds, compositions, know how, techniques, results and methods) achieved through the collaboration between the Consultant and the Company in the course of or as a result of performing the Services shall be the property of the Company.

**3. Third Party Information.**

Consultant will not disclose or make available to the Company or use or induce the Company to use any trade secret, confidential or proprietary information or material belonging to any third party, including his employer. Consultant represents that his performance of this PI Agreement and as an advisor of the Company does not and will not breach any agreement to keep in confidence any information, knowledge or data acquired by the Consultant in confidence or in trust prior to the his engagement with the Company. Consultant agrees not to enter into any agreement either written or oral in conflict herewith.

**4. Modification.**

This PI Agreement may not be supplemented, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by the Consultant and an officer of the Company. The Consultant agrees that any subsequent change or changes in Consultant's duties, salary, or compensation shall not affect the validity or scope of this PI Agreement.

**5. Entire Agreement.**

The Consultant acknowledges receipt of this PI Agreement as part of the Consulting Agreement with the Company, and agrees that with respect to the subject matter hereof, it is the entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.

**6. Severability.**

In the event that any paragraph or provision of this PI Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this PI Agreement, and the entire PI Agreement shall not fail on account thereof but shall otherwise remain in full force and effect, and shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

**7. Successors and Assigns.**

This PI Agreement shall be binding upon the Consultant's heirs, executors, administrators, or other legal representatives and is for the benefit of the Company, its affiliates, successors and assignees.

**8. Governing Law.**

This PI Agreement shall be governed by laws of the State of New York.

  
Arqam Saeed (Dec 23, 2020 06:55 GMT+5)

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Consultant's Signature  
Dec 23, 2020

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Date