

CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is made between Anindya Paul (“Consultant”) and Sapient AI Corp. (“Company”) to set out the terms and conditions under which Consultant will provide the services to Company as described below, as of the Effective Date indicated below.

1. SERVICES

- 1.1 Services to be performed by Consultant for the Company include, but are not limited to, professional services in the area of consulting (“Services”). The areas of responsibility related to the Services will be communicated by the Chief Executive Officer, or otherwise as instructed, and may be changed from time to time at the discretion of the Company.
- 1.2 The Consultant will be available and the Company will retain the Consultant for such reasonable periods as are required each week to perform the Services for a period as defined in Section 2 ‘Term’. In the event that any period during any week creates a conflict for the Consultant, the parties will act in good faith to agree to a compromise period.
- 1.3 During the term, Consultant agrees to diligently serve the interests of the Company. During the term of this Agreement, the Consultant agrees not to perform similar services with regard to any product of any entity involved services or products which are similar to, and compete directly with, the products or services of the Company without the prior written consent of the Company. The Company acknowledges and agrees that the Consultant may perform similar services with regard to other products or services of such entities or for other parties and that the Consultant is free to perform and pursue such services on behalf of such other parties.

2. TERM

- 2.1 This Agreement will commence on June 01, 2024 (“Effective Date”) and continue until the Agreement is terminated in accordance with Section 7 herein.

3. PERFORMANCE OF SERVICES

- 3.1 Subject to the terms and conditions of this Agreement, the Consultant agrees to perform the Services in accordance with the reasonable standards, directives and specifications from time to time established by the Company. The Consultant understands and agrees that the Consultant shall not have authority to enter into any agreement, bind or incur any liability on behalf of the Company, without the prior written consent of the Company.

4. PAYMENT

- 4.1 Consultant shall receive a fee of US\$3.00 per hour for up to 20 hours of Services per week. Consultant will be paid within ten (10) business days of the presentation of an invoice which includes a listing of hours worked on which days to the Company.
- 4.2 Consultant acknowledges and agrees that it shall be the Consultant’s sole obligation to report as self-employment income all compensation received by the Consultant from the Company for the Consultant’s services as a consultant. Consultant will be liable for the payment of all income taxes upon the receipt of any funds from the Company. The Consultant will indemnify, keep indemnified and save the Company harmless of and from any and all liabilities, penalties, interest or other obligations which the Company may incur or become subject to in consequence of any monies which the Company may be called upon to pay in the future for or by reason of any other liability which it may have or which any appropriate governmental authority may claim to the Company.

- 4.3 The Company will reimburse the Consultant for all reasonable expenses actually incurred in connection with their Services in accordance with the Company's policy upon submission of actual and proper receipts.

5. CONFIDENTIALITY AND COMPANY PROPERTY

- 5.1 The Consultant acknowledges that in the course of performing the Services, Consultant will have access to and be entrusted with information that is confidential or proprietary in nature, whether explicitly designated as such or which in good faith ought to be treated as such given the nature of its disclosure, relating to the Company's business (which to the extent previously, presently or subsequently obtained by the Consultant is hereinafter referred to as "Proprietary Information"). Proprietary Information may include, but is not limited to, the following: (i) trade secrets, inventions (whether patentable or not), discoveries and improvements; (ii) concepts, know-how, ideas, techniques, processes, methodologies, testing procedures, design and functional specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products and services; (iii) algorithms, formulas, specifications, modules, scripts, data, databases, software design and architecture, computer programs, source code, object code and other computer code; (iv) technical or other representations, documentation, diagrams, schematics and flow charts; (v) names of customers, suppliers and strategic partners; and (vi) technical, business, financial, marketing, customer, supplier and product development plans, schedules, forecasts, strategies and materials; and (vi) other information of similar nature, in each case, to the extent not available to the public and to the extent not independently generated by the Consultant without any reference to any of the Company's Proprietary Information. Without limiting the foregoing, Proprietary Information also may include proprietary or confidential information of any third party who may disclose such information to the Company in the course of Company's business.
- 5.2 The Consultant also acknowledges that the disclosure of any Proprietary Information to any third party other than in the course of their proper duties would be highly detrimental to the Company's interests. Accordingly, the Consultant agrees that the Consultant will, during the term (and any renewal) of this Agreement or thereafter, (i) hold Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not divulge any Proprietary Information or any information derived there from to any third party, including, but not limited to, any affiliated entity (even if owned or controlled by the Consultant); (iii) not make any use whatsoever at any time of Proprietary Information except with respect to the due performance of the Services and (iv) not copy or create derivative works of any Proprietary Information. This Agreement does not grant any rights to the Consultant under any patent, copyright or other intellectual property right of the Company or in any Proprietary Information, and, as between the Consultant and the Company, all Proprietary Information shall remain the sole and exclusive property of the Company.
- 5.3 Consultant further agrees that these restrictions are reasonable to protect the Company's business interests and waives any and all defences to the Company's enforcement of its rights in this regard. Specifically, the Consultant acknowledges and agrees that due to the unique nature of the Proprietary Information, there may be no adequate remedy at law for any breach of the Consultant's obligations hereunder and that any such breach may allow the Consultant and/or third parties to unfairly compete with the Company resulting in irreparable harm to the Company. The Consultant agrees that upon any such breach or any threat thereof, the Company shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law (without being required to post a bond or other security) and to be indemnified by the Consultant from any damages, losses, harm, costs and expenses, including, without limitation, attorneys' fees, that are sustained, suffered or incurred by the Company in connection with any breach or

enforcement of the Consultant's obligations hereunder or the unauthorized use or release of any Proprietary Information. The Consultant shall notify the Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware and shall cooperate with the Company in every reasonable way to help the Company regain possession of such Proprietary Information and prevent its further unauthorized use or disclosure.

- 5.4 Consultant acknowledges that all records, books and other information of the Company and relating in any way whatsoever to the Company's business, whether prepared by the Consultant or otherwise obtained by the Consultant, except for information that is on the public record, is the property of the Company. The Consultant agrees to immediately return or destroy (at the Company's discretion) all such information to the Company upon termination of their contract.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- 6.1 Consultant acknowledges that every item of work product pertaining to or in any way related to the Company's business created by the Consultant during their contract with the Company is and shall remain the sole and exclusive property of the Company. Work product shall include but not be limited to all intellectual property, including patents or patentable materials, as well as any marketing plans, analyses, studies, models, and other strategies, in each case, in whatever form or media, including the tangible media upon which they are recorded or printed, that is created, developed, conceived, made and/or reduced to practice by the Consultant, solely or in collaboration with others, in connection with the Services or that relates to any Proprietary Information. The Consultant hereby irrevocably fully assigns (and agrees to further assign in the future upon request) to the Company all rights, title and interest in and to all such work product, including, without limitation, any copyrights, patents rights, trade secret rights, trademark rights or other intellectual property or proprietary rights relating thereto of any sort throughout the world. If any such work product cannot be assigned under applicable law, the Consultant hereby grants to the Company an exclusive (even as to the Consultant), assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute (through one or multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform and display, make, have made, sell, offer for sale and import such work product in any media now known or hereafter known. Outside the scope of the Services, the Consultant agrees not to: (a) modify, adapt, alter, translate, or create derivative works from any work product; or (b) merge any work product with other inventions or works of authorship. Consultant agrees to disclose to the Company any such ideas upon conception and to provide all assistance necessary to document such ideas and effectuate these provisions.
- 6.2 Consultant further waives for the benefit of the Company, in perpetuity throughout the world, their moral rights (including the moral rights of any of the Consultant's employees or contractors in any work product, including without limitation, the rights to the integrity of the work product, the right to be associated with the work product, the right to modify the work product in any way, the right to prevent the use of the work product in association with any other product, service, cause or institution and the right to restrain the publication of the work product throughout the world (collectively, the "Moral Rights"). Without limiting the foregoing, the Consultant hereby grants to the Company the right to modify the work product, including without limitation, the right to produce or reproduce part of the work product or any derivative products based thereon and the right to use the work product in association with the product, service, cause or institution. The Consultant hereby agrees that anything which the Company may do with the work product, does not and will not constitute any prejudice to their honour or reputation. Further, the Consultant hereby transfers their right to restrain any violation of Moral Rights, including any distortion, mutilation or other modification of the work product, to Company or, failing the ability

to transfer such right, the Consultant hereby irrevocably appoints the Company as their agent to enforce their rights to restrain any violation of the Moral Rights.

7. TERMINATION

- 7.1 This Agreement may be terminated by either the Consultant or the Company at any time without cause upon one (1) day's written notice. Company will be under no obligation to the Consultant on termination other than the payment of any invoices rendered prior to the date of termination, and any amounts owing for Services earned and payable at termination. The obligations of the Consultant set out in Section 5 and Section 6 will survive the termination or expiration of this Agreement.
- 7.2 Consultant will immediately, upon termination or expiration of this Agreement, return to the Company or destroy (at the Company's discretion) all papers, documents, data, specifications, or other tangible material regardless of the form or media pertaining to Services performed under this Agreement, and any property belonging to Company, including all Proprietary Information. Upon the Company's request, the Consultant will provide the Company with a certificate signed by an authorized representative of the Consultant attesting that such materials and all Proprietary Information has been so returned and/or destroyed.

8. REPRESENTATION AND WARRANTY

- 8.1 Consultant represents and warrants that the Services will be of professional quality and in accordance with general industry standards.
- 8.2 Consultant warrants that it will not attempt, either directly or indirectly, to direct any of the Company customer leads, customers, suppliers, contractors, employees or business associates away from the Company.

9. GENERAL TERMS

- 9.1 Consultant is an independent consultant and is not a contractor or agent of the Company. Nothing in this Agreement will be construed to make the parties hereto partners, joint ventures, or agents of each other. Consultant will not be entitled to any of the benefits normally given by the Company to its employee, consultants or contractors.
- 9.2 The Consultant will indemnify and hold harmless Company, its directors, officers, employees, successors and assigns from and against any and all taxes which may be imposed and any and all liabilities and losses (including judgments, penalties, interest, damages, costs and expenses, including legal expenses) which may be occasioned by any breach or claim by the Consultant of any representation, warranty, or other provision of this Agreement or arising out of failure by Company to deduct and withhold from any payments made by it to the Consultant hereunder any amounts required or permitted to be deducted and withheld pursuant to any applicable laws. The Company shall have the right to offset any amounts owing to it by the Consultant pursuant to this indemnity against any amounts owing by the Company to the Consultant pursuant to this Agreement to the extent permitted by law. Each party will indemnify and hold harmless the other party from and against all claims, damages, losses, costs and expenses arising out of any acts or omissions by either party, which are not authorized by the other party.
- 9.3 In the event any of the provisions of Sections 5 and 6 shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the provisions thereof shall otherwise remain in full force and effect.

- 9.4 Consultant will not assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of Company.
- 9.5 The parties hereto acknowledge that they have requested and consent that this Agreement be drafted and executed in the English language.

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

EXECUTED at Toronto, Ontario, as at the 1st day of June, 2024 (“Effective Date”).

SAPIEN AI CORP.

Per: _____
Deven Soni, Co-Founder
