

Help Limited Liability Company
APPOINTMENT AS AN ADVISOR

Dear Amogh Pande,

We are writing to confirm your appointment as an advisor to Help LLC (the "**Company**") (the "**Appointment**") and has been confirmed by an 80% majority vote from the members of the Company (the "**Vote**", which can be used to make any vital decisions). The terms of your Appointment are set out in this letter.

Commencement and duration

Your Appointment shall commence on the date this letter is signed by both parties and shall, unless terminated earlier in accordance with the Vote, continue indefinitely.

Duties and responsibilities

Your responsibilities as an advisor to the Company will include:

- Serve as the Company's resource for connecting it with people who could be potentially impactful to the Company's well being and success;
- Have at least three meetings over the span of each quarter with each meeting being with at least one other member of the Company. At least one meeting within the above mentioned three needs to be in person;
- Advertise the company on a personal level as deemed necessary and reasonable by the Company's marketing team;
- Be apart of the representation of the Company as deemed reasonable and necessary during meetings with important individuals that could influence the company;
- Any other such duties as the Company shall determine,

(together the "**Services**").

If you are unable to provide the Services due to illness or injury you shall notify any member of the company as soon as reasonably practicable.

You must comply with all our policies notified to you from time-to-time.

You shall provide the Services with all due care, skill and ability and use your best endeavors to promote the interests of the Company and, unless prevented by ill health or accident, devote such time as is reasonably necessary to carry out the Services.

You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Company may require.

You have no authority (and shall not hold yourself out as having authority) to bind the Company, unless we have specifically permitted this in writing in advance.

Remuneration

As compensation for the Services you acknowledge the Company has issued to you 2.5% in the equity of the Company (the "**Shares**") which dilutes any existing equity within the Company in accordance with the Founder's Agreement. You acknowledge that these shares cannot be involved in any further transactions, unless ruled necessary by the Vote. You acknowledge that in the event of further investment, or distribution of equity, your shares maybe diluted in accordance with the Founder's Agreement, or in accordance with a result of the Vote.

You acknowledge that no further remuneration or compensation other than that provided for in this letter is or may become due to you in respect of your compliance with the terms of this letter or for termination of the Appointment, unless overruled by the Vote.

Expenses

You acknowledge that you shall bear your own expenses, as needed, incurred by you in the course of providing the Services.

Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Company. However, you may not be involved in any capacity with a business which does or could compete with the business of the Company without the prior written consent of the Company.

Confidential information

You shall not use or disclose to any person either during or at any time after your engagement by the Company any confidential information about the business or affairs of the Company or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this paragraph 6, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Company or any of its business contacts.

These restrictions do not apply to:

any use or disclosure authorized by the Company or as required by law; or

any information which is already in, or comes into, the public domain otherwise than through your unauthorized disclosure.

Data protection

You consent to the Company holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data".

You consent to the Company making such information available to other companies in its group, those who provide products or services to the Company, regulatory authorities, governmental organizations and potential purchasers of the Company or any part of its business.

You consent to the transfer of such information to the Company's business contacts in order to further its business interests.

Intellectual property

You hereby assign to the Company with full title guarantee all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services. You agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this paragraph 8.

To the extent that you own or control (presently or in the future) any intellectual property rights that block or interfere with the rights assigned to the Company under this letter ("**Related Rights**"), you hereby grant or will cause to be granted to the Company a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to, without limitation, use, sell, import, copy and display any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this letter.

You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

Termination

The Company may at any time terminate your Appointment with immediate effect with no liability to make any further payment to you (other than in respect of the agreed remuneration contained paragraph 3, unless overruled by the Vote) if deemed necessary by the Vote.

Obligations on termination

Any of the Company property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to the Company at any time on request and in any event on or before the termination of your Appointment. You also undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Company.

Status

You will be an independent contractor and nothing in this letter shall render you an employee, worker, agent or partner of the Company and you shall not hold yourself out as such.

You shall be fully responsible for and indemnify the Company against any liability, assessment or claim for:

taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.

General

Waiver. No failure or delay by a party to exercise any right or remedy provided under this letter or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Counterparts. This letter may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

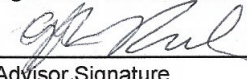
Variation. This letter may only be varied by a document signed by both you and the Company.

Governing law. This letter and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the United States.

Jurisdiction. The courts of the United States shall have exclusive jurisdiction to settle any dispute or claim arising out of this letter.

Please acknowledge receipt of this letter and acceptance of its terms by signing and dating.

Agreed to and acknowledged by:



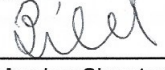
Advisor Signature
12/23/2019

Date




Member Signature
11/9/2019

Date



Member Signature
11/9/2019

Date



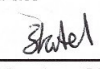
Member Signature
11/9/2019

Date



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Date



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11/9/2019

Date