**HERONAI, INC.**

**CONSULTING AGREEMENT**

This Consulting Agreement (this “***Agreement***”), dated as of January 25, 2025 (the “***Effective Date***”), is entered into by and between HeronAI, Inc., a Delaware corporation (the “***Company***”), and Bishwas Bhandari (the “Consultant”).

**1. Consulting Services.** The Company retains the Consultant, and the Consultant agrees to perform such consulting and advisory services as the Company may request, as set forth in a Schedule of Work (each, an “***SOW***”) in the form attached hereto as Schedule A (the “***Consulting Services***”) and signed by the Consultant and the Company. The Consultant agrees to be available to render the Consulting Services, at such times and locations as may be mutually agreed, from time to time, as requested by the Company. The Consultant will have exclusive control over the manner and means of performing the Consulting Services, including the choice of place and time. The Consultant will provide, at the Consultant’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Consulting Services; however, to the extent necessary to facilitate performance of the Consulting Services, the Company may, in its discretion, make certain of its equipment or facilities available to the Consultant at the Consultant’s request. The Consultant shall comply with all rules, procedures, and standards promulgated from time to time by the Company with regard to the Consultant’s access to and use of the Company’s property, information, equipment, and facilities.

**2. Compensation**. The Company shall compensate the Consultant as provided in the applicable SOW.

**3. Independent Contractor**. In furnishing the Consulting Services, the Consultant understands that the Consultant (including any employees or agents of the Consultant) will at all times be acting as an independent contractor of the Company and as such will not be an employee of the Company and will not by reason of this Agreement or by reason of performing Consulting Services to the Company be entitled to participate in or to receive any benefit or right under any of the Company’s employee benefit or welfare plans. The Consultant also will be responsible for paying all withholding and other taxes required by law to be paid as and when the same become due and payable. The Consultant will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Company and any of Consultant’s employees or agents. If, notwithstanding the foregoing, Consultant is reclassified as an employee of the Company, or any affiliate of the Company, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, the Consultant agrees that the Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by the Company.

**4. Term**

(a) The initial term of this Agreement is for one year from the Effective Date, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date for successive one month terms, unless Company provides 5 days’ written notice prior to any such anniversary date that this Agreement will not renew.

(b)The parties may terminate this Agreement at any time with the mutual consent of both parties. The Company may terminate this Agreement with or without cause at any time upon 5 days’ prior written notice to the Consultant. The Consultant may terminate this Agreement with or without cause at any time upon 15 days’ prior written notice to the Company.

(c) Either party may terminate this Agreement immediately in the event the other party has materially breached this Agreement and failed to cure such breach within 3 days after written notice by the non-breaching party is given.

(d) For purposes of this Agreement, “***Term***” means the period of time between the Effective Date and the termination of this Agreement in accordance with this Section 4.

**5. Assignment of Work Product.**

(a) The Consultant hereby irrevocably assigns to the Company all right, title and interest worldwide in and to any deliverables delivered in connection with the Consulting Services and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other works of authorship, and any other work product created, conceived or developed by the Consultant (whether alone or jointly with others) for the Company during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (including all rights to priority and rights to file patent applications and/or registered designs) (collectively, the “***Work Product***”). The Consultant retains no rights to use the Work Product and agrees not to challenge the validity of the Company’s ownership of, or intellectual property rights in, the Work Product. The Consultant shall make and maintain adequate and current written records of all Work Product and shall disclose all Work Product promptly, fully, and in writing to the Company immediately upon development of the same and at any time upon request. The Consultant agrees to execute, at the Company’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Company. The Consultant hereby irrevocably appoints the Company as the Consultant’s attorney-in-fact for the purpose of executing such documents on the Consultant’s behalf, which appointment is coupled with an interest. At the Company’s request, the Consultant will promptly record any such patent assignment with the United States Patent and Trademark Office. The Company will reimburse the Consultant for any reasonable out-of-pocket expenses actually incurred by the Consultant in fulfilling its obligations under this section.

(b) If the Consultant has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to the Company an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that the Consultant has any rights in the Work Product that cannot be assigned or licensed, the Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Company or the Company’s customers and channel partners.

**6. Prior Inventions**. The Consultant agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by the Consultant other than in the course of performing services for the Company (“***Preexisting IP***”) unless the Preexisting IP has been specifically identified and described in the applicable SOW. In the event the Consultant uses or incorporates Preexisting IP into Work Product, the Consultant hereby grants to the Company a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, digitally transmit, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product. To the extent the Consultant incorporates any Preexisting IP into Work Product, the Consultant represents and warrants that the Consultant has an unqualified right to grant the Company a license to the Preexisting IP as set forth in this Section 6.

**7. Representations and Warranties.** The Consultant represents and warrants that:

(a) the Consulting Services will be performed in a professional manner and in accordance with the industry standards, the Work Product will comply with the requirements and specifications set forth in the applicable SOW, and the Work Product will be an original work of the Consultant;

(b) the Consultant has the right and unrestricted ability to assign the ownership of Work Product to the Company as set forth in this Agreement (including without limitation the right to assign the ownership of any Work Product created by Consultant’s employees or contractors), and neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law;

(c) none of the Work Product incorporates any software code licensed under the GNU General Public License, Lesser General Public License, Affero General Public License, “copyleft” license or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the Company, except as expressly agreed by the Company in writing;

(d) the execution, delivery, and performance of this Agreement does not and will not conflict with any agreement, policy, or rule applicable to the Consultant; and

(e) the Consultant will not (i) disclose to the Company any information that the Consultant is required to keep secret pursuant to an existing confidentiality agreement with any other third party, (ii) use the funding, resources, facilities, or inventions of any third party to perform the Consulting Services, or (iii) perform the Consulting Services in any manner that would give any other third party rights to any intellectual property created in connection with such services.

The Consultant agrees to indemnify and hold the Company harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys’ fees) arising from or relating to the breach or alleged breach by the Consultant of this Agreement, including any of the representations and warranties set forth in this Section 7.

**8. Confidential Information**

(a) While providing the Consulting Services to the Company and thereafter, the Consultant shall not, directly or indirectly, use any Confidential Information (as defined below) other than pursuant to the Consultant’s provision of the Consulting Services by and for the benefit of the Company, or disclose to anyone outside of the Company any such Confidential Information. The term “***Confidential Information***” as used in this Agreement shall mean all trade secrets, proprietary information, and other data or information (and any tangible evidence, record, or representation thereof), written or oral, whether prepared, conceived, or developed by a consultant or employee of the Company (including the Consultant) or received by the Company from an outside source, which is in the possession of the Company (whether or not the property of the Company) and which is maintained in secrecy or confidence, or which is generally of a nature which is valuable to Company by virtue of not being well known or known that Company exploits such information, by the Company. Without limiting the generality of the foregoing, Confidential Information shall include (i) any idea, improvement, invention, innovation, development, concept, technical data, design, formula, device, pattern, sequence, method, process, composition of matter, computer program or software, source code, object code, algorithm, model, diagram, flow chart, product specification or design, plan for a new or revised product, sample, compilation of information, or work in process, or parts thereof, and any and all revisions and improvements relating to any of the foregoing (in each case whether or not reduced to tangible form), and (ii) the name of any customer, supplier, employee, prospective customer, sales agent, supplier or consultant, any sales plan, marketing material, plan or survey, business plan or opportunity, product or development plan or specification, business proposal, financial record, or business record or other record, or information relating to the present or proposed business of the Company.

(b) Notwithstanding the foregoing, the term Confidential Information shall not apply to information which (i) the Company has voluntarily disclosed to the public without restriction or which has otherwise lawfully entered the public domain; (ii) is disclosed to the Consultant by a third party without restrictions on disclosure; or (iii) was in the Consultant’s lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by the Consultant directly or indirectly from the Company.

(c) The Consultant acknowledges that the Company from time to time has in its possession information (including product and development plans and specifications which represent information) which is claimed by others to be proprietary and which the Company has agreed to keep confidential. The Consultant agrees that all such information shall be Confidential Information for purposes of this Agreement.

(d) The Consultant agrees that all originals and all copies of materials containing, representing, evidencing, recording, or constituting any Confidential Information, however and whenever produced (whether by the Consultant or others), shall be the sole property of the Company.

(e) Notwithstanding anything to the contrary in this Agreement or any other agreement between the Company and the Consultant, the Consultant understands that nothing in this Agreement or any other agreement between the Company and the Consultant prohibits, or is intended in any manner to prohibit, the Consultant from reporting possible violations of law or regulation to any governmental agency or governmental entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of law or regulation. The Consultant does not need the prior authorization of anyone at the Company or the Company’s legal counsel to make any such reports or disclosures, and the Consultant is not required to notify the Company that he or she has made such reports or disclosures. The Consultant further understands that nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

(f) The Consultant shall have the right to disclose Confidential Information only to those of its employees, consultants, and agents who have a need to know such information for the purpose of performing Consulting Services and who have entered into a binding written agreement that is expressly for the benefit of the Company and protects the Company’s rights and interests in and to the Confidential Information to at least the same degree as this Agreement. The Company reserves the right to refuse or limit the Consultant’s use of any employee, consultant or agent or to require the Consultant to remove any employee, consultant or agent already engaged in the performance of the Consulting Services. The Company’s exercise of such right will in no way limit the Consultant’s obligations under this Agreement.

**9. Nonsolicitation.** During the Term and for a period of 12 months after the termination of this Agreement, the Consultant shall not (i) solicit, encourage, or take any other action which is intended to induce any employee of, or consultant to, the Company (or any other Person who was employed by, or was a consultant to, the Company during the Term) to terminate his or her employment or relationship with the Company in order to become employed by or otherwise perform services for any other Person, or (ii) solicit or endeavor to entice away from the Company, or otherwise interfere with the Company’s relationship with, any Person who is, or was within the then-most recent 12 month period, a client or customer of the Company. “***Person***” means an individual, a corporation, an association, a partnership, an estate, a trust, and any other entity or organization.

**10. Return of Property.** Upon termination of the Consultant’s engagementwith the Company, or at any other time upon request of the Company, the Consultant shall return promptly any and all Confidential Information, including customer or prospective customer lists, other customer or prospective customer information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, devices, samples, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which the Consultant may then possess or have under the Consultant’s control. The Consultant further agrees that upon termination of the Consultant’s engagement with the Company, the Consultant shall not take any documents or data in any form or of any description containing or pertaining to Confidential Information or any Work Product.

**11. Miscellaneous.**

(a) Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to such subject matter.

(b) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without the Company’s prior written consent. Any attempted assignment in violation of the foregoing will be null and void.

(c) Amendments and Supplements. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by the parties hereto.

(d) No Waiver. The terms and conditions of this Agreement may be waived only by a written instrument signed by the party waiving compliance. The failure of any party hereto to enforce, at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of, or non-compliance with, this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

(f) Notice. All notices and other communications hereunder (other than Consulting Services, which shall be delivered in the manner specified in the applicable SOW) shall be in writing and shall be deemed given if (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email (*provided, however*, if the sender receives an automatically generated notification that such email was not delivered, such attempted email notice shall be ineffective and deemed to not have been given); or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices will be sent to the addresses set forth on the signature page of this Agreement or such other address as either party may specify in writing.

(g) Remedies. The Consultant recognizes that money damages alone may not adequately compensate the Company in the event of breach by the Consultant of this Agreement, and the Consultant therefore agrees that, in addition to all other remedies available to the Company at law, in equity or otherwise, the Company shall be entitled to seek injunctive relief for the enforcement hereof. All rights and remedies hereunder are cumulative and are in addition to, and not exclusive of, any other rights and remedies available at law, in equity, by agreement, or otherwise.

(h) Survival; Validity. Notwithstanding the termination of the Consultant’s relationship with the Company (whether pursuant to Section 4 or otherwise), the Consultant’s covenants and obligations set forth in Sections 5, 6, 8, 9, and 10 shall remain in effect and be fully enforceable in accordance with the provisions thereof. In the event that any provision of this Agreement shall be determined to be unenforceable by reason of its extension for too great a period of time, or over too large a geographic area, or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area, or range of activities as to which it may be enforceable. If, after application of the preceding sentence, any provision of this Agreement shall be determined to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the other provisions of this Agreement shall not be affected thereby. Except as otherwise provided in this Section 11(h), any invalid, illegal, or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

(i) Construction. A reference to a Section or a Schedule shall mean a Section in, or Schedule to, this Agreement unless otherwise expressly stated. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole. The words “include,” “includes,” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa.

(j) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, e.g., docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(k) Counsel. The Consultant acknowledges that he has been advised to and has been given the opportunity to consult with legal counsel for the purposes of reviewing this Agreement, including the non-solicitation covenants contained herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Consulting Agreement to be executed as of the date first written above.

**HERONAI, INC.**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Title:

Address:

Email:

**CONSULTANT:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Bishwas Bhandari

Address:

Email:

**SCHEDULE A**

**Statement of Work**

This Statement of Work is issued under and is subject to and governed by the terms of the Consulting Agreement by and between HeronAI, Inc., a Delaware corporation, and Bishwas Bhandari, dated as of January 25th 2025 (the “***Agreement***”). This document constitutes an SOW as defined in the Agreement. The commencement date of this SOW shall be January 27th 2025 (the “***Commencement Date***”). Capitalized terms used but not defined in this SOW shall have the meanings assigned to them in the Agreement.

**1. Description of Consulting Services**

(a) Consultant’s Duties. The Consultant shall provide such consulting services to the Company as may be mutually determined by the Company and the Consultant from time to time. Without limiting the forgoing, the Consulting Services shall include (i) advice, guidance, and services with respect to developing the frontend architecture of HeronAI's MVP using Svelte, ensuring seamless integration with the backend system built on Django, optimizing performance and scalability, creating developer-friendly documentation to streamline onboarding for new contributors, and assisting with technical decision-making for the MVP release and(ii)attending periodic meetings with the Company’s directors, officers, employees, consultants and advisors.

(b) Time Commitment. The Consultant shall be available to dedicate approximately 40 hours per week, on average, to providing such services.

**2. Compensation**

(a) Consulting Fee. The Company shall, so long as Consultant is providing Consulting Services to the Company under this Agreement, pay Consultant a consulting fee in an amount equal to $3,000 per month for services rendered, which amount is to be paid monthly in arrears. Consultant shall invoice the Company at the end of each calendar month, and payment of undisputed fees shall be due within 30 days of the Company’s receipt of such invoice.

(b) Expenses. The Company shall reimburse Consultant for all reasonable, appropriate, or necessary travel and other out-of-pocket expenses incurred by Consultant in the performance of his or her duties hereunder, upon submission and approval of documentation in accordance with the then-regular reimbursement procedures of the Company. Any expenses, including travel, must receive prior written approval from the CEO to be eligible for reimbursement by the Company.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the Commencement Date.

**HERONAI, INC.**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Title:

**CONSULTANT:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Bishwas Bhandari